Grievance Handling at International Harvester Company: The "New Look"

Alfred J. Smith

Loyola University Chicago

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GRIEVANCE HANDLING AT INTERNATIONAL HARVESTER COMPANY: THE "NEW LOOK"

by

Alfred J. Smith, Jr.

A Thesis Submitted to the Faculty of the Institute of Industrial Relations in Partial Fulfillment of the Requirements for the Degree of Master of Science in Industrial Relations

May, 1973
ABSTRACT

Following fifteen years of industrial strife between 1945 and 1959, which included 48,000 written grievances between 1954 and 1959 and 12,000 cases awaiting arbitration in 1955, and continuous representational fighting between the Farm Equipment Workers and the United Auto Workers which ended in the United Auto Workers gaining control of the workers for representational purposes, in 1954, International Harvester and the United Auto Workers decided to try a radically different approach to grievance handling in 1959. This procedure, called the "New Look", had as its main feature the handling of all grievances on an oral basis. Representatives of management and labor would come to the site of the grievance, if it couldn't be settled orally between the grievant and his supervisors, and jointly investigate the claim.

The true value of the system was, and is, the spirit of cooperation that it fostered between International Harvester and the UAW.

The results of the "New Look" were astonishing and even beyond the expectations of both sides. Written grievances were immediately cut to five percent of the rate under the former grievance procedure.

With the passage of fifteen years however, a number of problems with the "New Look" grievance procedure have arisen. Supervisory personnel have not always had the training or the authority to settle all grievances at the first step. Union representatives, being in a political position, have been reluctant to tell a grievant that he does not have a claim, rather, they pass the grievance on to the next step to escape blame. Lack of availability of personnel on both sides has turned joint investigation into separate investigation violating the intent of the "New Look" and the spirit of cooperation between the two sides.

A rededication to cooperative joint investigation is needed. Management is aware of the need for training of their supervisory personnel. Union officials are aware of the politics involved in steward and grievance committeemen positions and are attempting to rectify the situation. The desire to cooperate is evident from comments of Company and Union officials, made to the author during interviews.

The study concludes that the present problems are minor ones, that the "New Look" at International Harvester has fulfilled its objectives to such a high degree that it must be accepted as the proper grievance handling procedure for this particular situation.
ABOUT THE AUTHOR

Alfred J. Smith, Jr. was born in Waterbury, Connecticut on February 6, 1943.

He graduated from Sacred Heart High School in Waterbury in June, 1961. Following military service in the United States Army as a Military Police Sergeant during the Vietnam conflict, the author returned to Loyola University for completion of his studies in Business Administration. He graduated with a Bachelor of Science degree in Business Administration, with a major in Finance, in 1972 after being named to the Dean's List, the National Jesuit Honor Society, and as a Fellow of the Administrative Management Society.

He began his graduate studies, in the field of Industrial Relations, at Loyola University in June 1972 and will complete his requirements by June 1973.

The author, who has ten years of sales and management experience, has been accepted at Suffolk University Law School in Boston, Massachusetts, and will pursue his legal education in the evening division while working as an Industrial Relations Specialist.
ACKNOWLEDGMENTS

I am grateful for the assistance and support given me in the writing of this thesis. My advisors, Dr. Arthur Malinowski, Dr. Donald Petersen, and the Director of the Thesis, Dr. Julius Rezler, gave me considerable guidance and were patient in advising me and answering numerous naive questions.

The topic for this thesis was originally conceived in September of 1972 when it was submitted as a Fellowship Research Design to Study Innovative Approaches in Private Sector Collective Bargaining and Group Relations to the Institute of Collective Bargaining and Group Relations in New York City. Although the design was not accepted, I appreciate the time spent advising me on it by Dr. Alan Fredian and Mr. Jerry Benford, and the constructive criticism by Mr. Theodore Kheel and Mrs. Barbara Gray of the Institute of Collective Bargaining and Group Relations.

My special thanks to those International Harvester Company personnel, especially, William Reilly, Retired Manager of Labor Relations, who with Art Shy of the UAW instituted the "New Look", Robert Crowel, Manager of Labor
Relations, and Joseph Vanest, Employee Relations Manager, and David Cole, former permanent arbitrator for International Harvester; and United Automobile Workers officials, including William Fitts, International Representative of Detroit, Dewitt Gilpin, Region Four International Representative, and Dick Egan, Local 6 President, as well as all those listed on Table 3, for their time and patience. The result of the interviews conducted are reflected in Chapter Four, and to a lesser degree, in Chapter Five.

I appreciate the assistance of Illinois' United States Senators Adlai E. Stevenson, III, and Charles H. Percy, and John M. Kelly of the Library of Congress in locating information on national policy in labor-management relations.

My deepest thanks and love go to my wife, Marie, who performed above and beyond the call of duty as my stenographer, typist, and sounding board, and who managed to humor me when I took to talking to myself in the latter stages of my research.

Oak Park, Illinois

Alfred J. Smith, Jr.

May, 1973
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INTRODUCTION

PURPOSE

The purpose of this thesis is to examine the grievance handling procedure which was instituted at International Harvester in the late 1950's, the "New Look", and to compare the features of the new grievance handling procedure with the old procedure. It is the author's intention to study the events, philosophies of management and labor, and industrial strife which led to the institution of this radical (at the time) method of grievance handling.

IMPORTANCE OF SUBJECT

The ultimate aim of all industrial relations is the achievement of industrial peace, and the end of industrial strife. Nowhere was this need more evident than at International Harvester in the 1950's, where 48,000 grievances were filed between 1954 and 1959, where 12,000 cases were awaiting arbitration in 1955, and where wildcat strikes and other work stoppages were an everyday occurrence. The methods with which management and labor chose to ease these tensions, and the results of their efforts, are the major points which the author intends to present. It is hoped
that successes or failures of this program can be universally applied to the field of industrial relations as an example of a commitment on the part of management and labor to work together to settle differences.

METHODOLOGY

This thesis is based on a combination of library research and the results of personal interviews with management and supervisory personnel of International Harvester, and officials of the United Automobile Workers and several local UAW unions. The interviews were conducted in the greater Chicago area and took place in the International Harvester corporate headquarters where Robert Crowe, Manager, Labor Relations, Joseph Vanest, Employee Relations Manager, and E. William Pengelly, Public Relations Manager were interviewed; at United Automobile Workers Region Four Headquarters in Chicago were Dewitt Gilpin, International Representative was interviewed; at the Pullman Works in Chicago where Ron Butchly, Industrial Relations Manager was interviewed; at UAW Local 1307 where Joseph Habschmidt, Chairman of the Grievance Committee was interviewed; in Melrose Park where Arthur Herzog, Industrial Relations
Manager and Marty Talbott, Union Relations Manager of the Melrose Park Works, and Richard Egan, President, and Bob Stack, Shop Committee Chairman of UAW Local 6 were interviewed; in Libertyville where Thomas Logan, Industrial Relations Manager of the Hough Division and Leo Gerrettsen, President, UAW Local 1643 were interviewed; in Olympia Fields where William Reilly, retired Labor Relations Manager of International Harvester was interviewed; and at Loyola University where Ronald Nayal, a former supervisor at the Melrose Park Works, and a fellow graduate student in the Institute of Industrial Relations was interviewed.

The personnel and the plant locations were chosen for the following reasons: William Reilly was the Labor Relations Manager of International Harvester at the time of the implementation of the "New Look" grievance handling procedure. Dewitt Gilpin and Joseph Habschmidt were former Farm Equipment Union officials who transferred to the UAW in the early 1950's and who had first hand information regarding the differences between the "New Look" and previous grievance handling procedures. UAW Local 6 President, Richard Egan, had worked under both grievance handling procedures. The personnel interviewed at Corporate Headquarters and at the Melrose Park Works all had worked under the old and the new grievance handling systems. Finally,
the Industrial Relations Managers at the Pullman Works and Hough Division, who had both been with International Harvester less than five years, and the President of UAW Local 1643, which had been organized at Libertyville less than three years ago, were able to give insights into the differences between other grievance procedures and the "New Look", as well as recent data on whether the "New Look" is fulfilling its objectives.

LIMITATIONS OF STUDY

The author cites the following limitations of the study which, of necessity, had to be placed on the research and interviews. Geographically, the author was constrained to the greater Chicago area due to financial limitations. While there was no shortage of management and union personnel to interview, in many cases, the personnel did not have first hand information or experience with the grievance procedure prior to the implementation of the "New Look". Finally, the author was unable to locate and compile quantitative data regarding the volume of grievances presently being processed as neither International Harvester nor the UAW kept written records of this kind, and have no desire to as both sides feel that this was just what the "New Look" approach was trying to avoid.
STATEMENT OF THESIS

The thesis to be tested is that the "New Look" grievance handling procedure at International Harvester Company has fulfilled its objectives. These objectives included: Settlement of all grievances orally between the grievant and his supervisor; Management and Union representatives would attempt to settle grievances through joint investigation to ascertain the facts; the oral handling of grievances was designed to speed up the settlement of grievances to give an employee what he had coming at once or to advise him of an adverse decision immediately; the elimination of written grievances was not viewed as an end in itself but as a means of improving relationships between management and labor.

SUMMARY

Following fifteen years of industrial strife between 1945 and 1959, which included 48,000 written grievances between 1954 and 1959 and 12,000 cases awaiting arbitration in 1955, and continuous representational fighting between the Farm Equipment Workers and the United Auto Workers which ended in the United Auto Workers gaining control of the workers for representational purposes, in 1954, International Harvester and the United Auto Workers decided to try a
radically different approach to grievance handling in 1959. This procedure, called the "New Look", had as its main feature the handling of all grievances on an oral basis. Representatives of management and labor would come to the site of the grievance, if it couldn't be settled orally between the grievant and his supervisors, and jointly investigate the claim.

The true value of the system was, and is, the spirit of cooperation that it fostered between International Harvester and the UAW.

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With the passage of fifteen years however, a number of problems with the "New Look" grievance procedure have arisen. Supervisory personnel have not always had the training or the authority to settle all grievances at the first step. Union representatives, being in a political position, have been reluctant to tell a grievant that he does not have a claim, rather, they pass the grievance on to the next step to escape blame. Lack of availability of
personnel on both side has turned joint investigation into separate investigation violating the intent of the "New Look" and the spirit of cooperation between the two sides.

A rededication to cooperative joint investigation is needed. Management is aware of the need for training of their supervisory personnel. Union officials are aware of the politics involved in steward and grievance committeemen positions and are attempting to rectify the situation. The desire to cooperate is evident from comments of Company and Union officials, made to the author during interviews.

The study concludes that the present problems are minor ones, that the "New Look" at International Harvester has fulfilled its objectives to such a high degree that it must be accepted as the proper grievance handling procedure for this particular situation.

**REVIEW OF LITERATURE**

In the review of the related literature, the primary sources consulted were:

Contemporary Collective Bargaining by Harold W. Davey.

This work was reviewed by the author as a reference to set the stage for the thesis. The volume is used as a
college text in Collective Bargaining courses, and the
author's intent in reviewing it was to provide himself
with a broad background on the subject. Grievance Handling
at International Harvester was not referred to by Mr. Davey,
but Chapter Six, on Contract Administration and Grievance
Handling, provided thoughts on Grievance Handling in
general, which were applied to the specific topic of the
study by the author.

How to Handle Labor Grievances by John A. Lapp

Though this work was writing in 1946, the author felt
that some of the points made by Mr. Lapp were still viable,
especially his finding that the foreman is the key to
correct and prompt grievance handling. While Mr. Lapp
did not apply this finding to the International Harvester
context, the author did and found that the concept is a
workable one, and that as a matter of fact, the whole
concept of the "New Look" Grievance Handling Procedure is
that the foreman or supervisor plays a major role in the
attempt to settle all grievances orally at the fist step.
Mr. Lapp's findings are reflected in Chapter Five.

Handling Shop Grievances by Benjamin R. Selekm

Mr. Selekm, the advocate of the Clinical Approach
to grievance handling, favored seeking out the root causes of grievances, rather than accepting their face value. Each grievance should be viewed as a symptom revealing the climate in the shop. The logical extension of this concept was the oral handling of grievances in the "New Look" which allowed the facts to be explored and brought into the open. While Mr. Selekman did not apply his concept which was published in the Harvard Business Review in 1945, to the thesis subject, the author used his concepts to refine some of his own feelings and findings.

Problems in Labor Relations by Benjamin R. Selekman, et al.

This college text, consisting of labor cases, was consulted in order to verify dates and events cited in the first and second chapter of the thesis. The only case of significance to the study was a case on International Harvester Company which examined the 1955 Negotiations and Strikes as well as background information from 1919-1955 which was useful in verifying other sources consulted.

A Century of Labor Management Relations at McCormick and International Harvester by Robert Ozanne.

This book, together with the following two references,
forms the backbone of the research for the thesis and is often quoted in the first three chapters. Mr. Ozanne has treated a century of findings while the author has traced the narrower subject of grievance handling and union history from World War II to the present. Mr. Ozanne concluded that the "New Look" did have early success (as his study ended in 1960) while the author has concluded that the "New Look" continues to be the proper grievance handling procedure for International Harvester and the UAW.

Avoiding Written Grievances: A Successful Program
By Robert B. McKersie

This article, published by Professor McKersie in the Journal of Business of University of Chicago, provided the background for the previous book, where the same subjects are treated, and, as noted, is an important part of the research and historical data which set the stage for a modern examination of the "New Look". Professor McKersie points out that the plan had early success based on the emphasis on oral handling of grievances, and the flexibility of the system in investigating grievances before positions are solidified. The author finds that, based on interviews, the same is true at the present time.
Grievance Handling: A Case Study of a New Approach
by Industrial Relations Counselors, Inc., of New York

This industrial relations memo examined the "New Look" and showed the results that unresolved grievances were substantially reduced, employee attitudes were improved, operational costs are lowered, and that grievance handling is removed from the negotiations table. As noted earlier, this report and the two preceding ones, formed the major reference works consulted, but they all examined the "New Look" within two years of its inception. The author has concluded in his study that the initial findings are substantiated at the present time.

The UAW Recommended Procedures for Processing
Grievances furnished to the author by William Fitts of UAW Headquarters in Detroit, is quoted in its entirety in Appendix II.

The January 29, 1971 Production and Maintenance
Main Labor Contract between International Harvester Company and the United Automobile Workers of America was a primary source, and the Grievance Procedure section is contained in Appendix X.
CHAPTER ONE

A RECENT LABOR HISTORY OF INTERNATIONAL HARVESTER

PURPOSE

The purpose of this chapter is to present a historical setting for the labor-management grievance handling problems which occurred at the International Harvester Company from the end of World War II through 1959 when the "New Look" grievance handling procedure was instituted.

1For the purposes of this study, the author has treated the period from the end of World War II to December 1959 when the "New Look" was first instituted at the International Harvester Memphis Plant as recent history.

Grievances are those differences which may arise between the employer of a particular enterprise and one or several of his workers affecting the employment relationship and normally dealing with the application or interpretation of an existing rule (e.g. legislation, collective agreement, contract of employment, work rules, arbitration award, custom or usage.) 2 (International Harvester and the UAW do not define the term "grievance" in their present contract.)

By the end of World War II, the labor relations situation faced by International Harvester had changed markedly from the prewar period. Employees in all its major plants except the Wisconsin Steel Works had replaced their work councils and unaffiliated local unions with powerful international unions. The largest of these was the Farm Equipment Workers (CIO) with approximately 30,000 members in eleven Harvester plants. The second major union selected by Harvester employees was the United Auto Workers, with 17,000 workers in six plants. One major plant, Milwaukee, was represented by a federal union chartered by the American Federation of Labor; and a newly purchased foundry in Waukesha, Wisconsin, was represented by the United Steelworkers. Powerful craft unions affiliated with the American Federation of Labor represented maintenance and other skilled employees in many plants. Free collective bargaining with a minimum of government intervention was now being tried on a large scale for the first time in the memory of company and union officials.

In early October 1945, prior to 1946 negotiations, International Harvester, in order to forestall postwar labor troubles, offered a 10 percent raise to all employees
retroactive to October 1st. This offer was announced to all union officers. No strings were attached; and the question of wages could be re-opened at any time, presumably as wage patterns emerged in other industries. The UAW and the American Federation of Labor accepted the company's proposal; the FE turned it down.

As it happened the FE's suspicions (that International Harvester was trying to oust them from the company) were confirmed. In the first postwar negotiations in 1945-46 the company refused to renew the maintenance of membership which the National War Labor Board had granted in 1942. It further proposed cutting in half the wage payments to stewards for handling grievances; and in line with its historic opposition to arbitration, insisted on a very limited arbitration clause compared to the one in effect under NWLB procedures.

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4 Ibid., p. 210
1946 NEGOTIATIONS

Due to the obvious labor strife which was bound to worsen, the bargaining between Harvester and FE took place before a special government fact-finding panel, under the U. S. Conciliation Service appointed by Secretary of Labor L. B. Schwellenbach, headed by Philip Marshall.5

Almost as soon as the panel had convened, the FE took its 30,000 members out on strike. The FE was at its strongest at that time and gambled it could bring Harvester to its knees.

The Marshall panel, in an effort to settle the strike, recommended continuance of the NWLB maintenance of membership provision, checkoff, an 18 cents per hour wage increase, and binding arbitration as the final step in the grievance procedure. The FE rushed to accept the panel's recommendation.

However, now it was Harvester's turn to test its strength, and it refused to accept the same points which had been forced upon the company by the NWLB.

5 Milwaukee Labor Attorney and Arbitrator Philip Marshall.
As the strikes continued it became obvious, as it is in most strikes, that Harvester could hold out much longer than the FE membership could.

Because the United Auto Workers were involved in a strike against Allis-Chalmers and J. I. Case at the same time, public opinion, and concern on the part of the Federal Government to forestall any national emergency due to a shortage of farm equipment, was experienced.

Representatives of the Company and union were called to Washington for a meeting with the Secretaries of Labor and Agriculture. Although no settlement was reached at the meeting Harvester and the FE came to terms shortly afterwards.

In the settlement on April 9, 1946, almost three months after the beginning of the strike, the company was victorious on the union security issue, replacing maintenance of membership with a voluntary checkoff. The union won a continuance of grievance pay for stewards. The wage package was settled at 18 cents, whereas the company had offered 17 cents. The arbitration clause finally written was restrictive along the lines of the company's views, but inclusion of final binding arbitration was a concession over company
presharp thinking. The FE was victorious in negotiating the first companywide wage agreement.6

FE-UAW CONFLICT 1946-1952

The FE had won the battle but had lost the war. Since they had lost the maintenance of membership clause in their 1946 contract, their hold on their members was weakened and the frequent skirmishes turned into all-out war between the FE-UE (as the Farm Equipment Workers had merged with the left-wing United Electrical Workers after their ouster from the CIO in 1949) and the United Auto Workers.

The FE-Harvester relationship was characterized by distrust and open animosity from the start. The wildcat strike was a favorite weapon of the FE leaders and Harvester suffered from 776 of these strikes from 1947 through 1952.7

In the 1946 negotiations, the FE had agreed to exhaust the grievance procedure before striking, but this


promise, made little difference in the frequency of FE stoppages, many of which were wildcat strikes. It was not until 1952, when the company inaugurated a policy of firm discipline against unauthorized stoppages by any Union, that the number of strikes dropped markedly.  

In the same vein, FE grievance activity was seen by the company as creating more problems than it solved. To cite one example, a company official noted that FE's disposition was to avoid use of the grievance procedure "if the same purpose could be accomplished by use of the wildcat strike." On the other hand, according to the company, FE also did not hesitate to use the grievance procedure as a means of seeking contract gains not secured at the bargaining table.  

FE'S COMMUNISTIC TENDENCIES

The company felt that part of the FE's conduct could be traced to its left-wing or communistic leanings.

Reflecting the influence of its founder, Joseph Webber, the FE, to its demise in 1954-55, retained its

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8Grievance Handling: A Case Study of a New Approach (New York, Industrial Relations Counselors, Inc. 1961) p. 5

9Ibid., p. 6
left-wing ties. Its newspaper regularly pushed the Communist foreign policy line. It followed all the twists of Soviet foreign policy. It cooperated with the Communist elements in the UAW prior to 1947 and fought with the anti-Communist Reuther factor. Along with other leftist-led unions, it supported Henry Wallace for President in 1948. As with other leftist-led unions, the Communist party membership did not penetrate deeply. At various FE Harvester plants, small cells of ten to thirty persons, among them some of the top local union leadership, belonged to or cooperated with the Communist party.  

Appearing before the National Defense Mediation Board in 1941 were Fowler McCormick and George Hodge, Harvester Manager of Labor Relations. Hodge, describing the left wing nature of FE leadership stated, "I can name you fellows that are fired from the SWOC and from the UAW that came right over and because they are the kind of fellows that they are, they found a ready berth all made up for them in the FEW. We first had Joe Webber; he was too tough for Van Bittner and he was an out and out Communist. Dies has been hunting him for a long time; that's what we had to

---

deal with in the Tractor Works until they finally (fired him out of the CIO), when Dies came to town.\textsuperscript{11}

The Harvester Company took the position that a large share of the enormous volume of grievances, and many work stoppages, and the frequent strikes at contract expirations were the result of FE's alleged Communistic leadership.\textsuperscript{12}

Mr. William Reilly, retired former Labor Relations Manager for International Harvester Company during the period being discussed, noted that "the reason for the trouble with the FE during the mid-40's was that Dewitt Gilpin was an out and out Commie."\textsuperscript{13}

The FE was unable to refute the accusations of its Communistic ties, and its merger with the Electrical Workers who had been expelled from the CIO in 1945-50 on the grounds of Communist domination, together with the hearings on the House Committee on Un-American Activities, led to its demise. The United Auto Workers absorbed the FE-UE unions at International Harvester in 1954 and 1955, and the stage was set for the 1955 negotiations.


\textsuperscript{12} Ibid., p. 213

From a letter to International Harvester Company employees from Harvester President, John McCaffrey, October 21, 1947.

1955 NEGOTIATIONS

The company and the UAW were making numerous attempts to improve relations. The UAW had formed a Harvester Department in 1951, located in Chicago in 1954, staffed by an international officer who could speak for the union on policy matters.

In comparison to the FE, the UAW and Harvester relationship was a peaceful one. However, taken by itself, it still left much to be desired, and was far from the industrial peace that labor and management strive for.

Meetings between Company and Union representatives and David Cole, the permanent arbitrator appointed in 1953, during which accumulated grievances were discussed and resolved, enabled the backlog to be cut from 12,000 (at one point in 1955, there were 12,000 grievances awaiting arbitration)\(^{14}\) to 2,000 cases between 1953 and 1955 before negotiations began. Negotiations appeared to be running smoothly, with only several unsettled issues, when nine of the plants were struck by unions headed by former FE officials, still carrying the torch of their bitterness for their Union's demise.\(^{15}\)

\(^{14}\) Arthur M. Ross, Distressed Grievance Procedures and their Rehabilitation (Berkeley, University of California Institute of Industrial Relations, 1963) p. 127

The signing of the Master Agreement and the location of the UAW's Harvester Department in Chicago, made for a more uniform handling of grievances through centralization. However, it also encouraged the tendency to push them upwards until Step 2-1/2 was overwhelmed.16

Of course, this volume of grievances was not only directed against International Harvester. It seemed to be a UAW characteristic. In 1954, in the Ford set-up, UAW had more than twenty thousand first step written grievances.17

During the 1954-59 period, the average number of grievances per 100 employees attained the fantastic rate of 27.5 per year; and three Harvester plants had rates of 98.0, 50.2, and 47.1, respectively. More than 48,000 grievances were appealed to arbitration during that period. (See Table 1)

Despite the fact that an air of cooperation existed between International Harvester and the UAW, the 1955 negotiations bogged down and resulted in a four month strike. Following settlement of the 1955 strike and the signing of the agreement, a moratorium on arbitration until March of 1956 was agreed upon between International Harvester and the UAW.

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16The International Harvester-UAW grievance procedure at the time called for Step 1, at which the employee and his steward discussed the grievance with the foreman; Step 2 was a joint shop committee investigator; Step 2-1/2 was a meeting of central office company and union personnel to discuss remaining grievances; and Step 3 was the arbitration hearing.

17Ken Bannon, The Grievance Process (Detroit, Michigan State University Labor and Industrial Relations Center, 1956), p. 21
## TABLE 1

**NUMBER OF LAST-STEP GRIEVANCES 1954-59 FOR PRODUCTION AND MAINTENANCE UNITS**

<table>
<thead>
<tr>
<th>Plant</th>
<th>No. of Grievances</th>
<th>No. of Employees</th>
<th>No. of Grievances Per Year Per 100 Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Farm equipment:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rock Falls, Ill.</td>
<td>291</td>
<td>347</td>
<td>14.0</td>
</tr>
<tr>
<td>Stockton, Calif.</td>
<td>4</td>
<td>143</td>
<td>0.5</td>
</tr>
<tr>
<td>Louisville, Ky.</td>
<td>8,388</td>
<td>2,764</td>
<td>50.2</td>
</tr>
<tr>
<td>Memphis, Tenn.</td>
<td>12,542</td>
<td>2,127</td>
<td>98.0</td>
</tr>
<tr>
<td>Canton, Ill.</td>
<td>3,707</td>
<td>1,314</td>
<td>47.1</td>
</tr>
<tr>
<td>East Moline, Ill.</td>
<td>4,065</td>
<td>2,114</td>
<td>31.8</td>
</tr>
<tr>
<td>West Pullman, Chicago, Ill.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farmall, Ill.</td>
<td>1,419</td>
<td>1,499</td>
<td>15.7</td>
</tr>
<tr>
<td><strong>Motor truck:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indianapolis, Ind.</td>
<td>3,659</td>
<td>2,729</td>
<td>22.2</td>
</tr>
<tr>
<td>Emeryville, Calif.</td>
<td>166</td>
<td>415</td>
<td>6.7</td>
</tr>
<tr>
<td>Fort Wayne, Ind.</td>
<td>3,733</td>
<td>3,899</td>
<td>15.9</td>
</tr>
<tr>
<td>Springfield, Ohio</td>
<td>1,643</td>
<td>3,441</td>
<td>7.9</td>
</tr>
<tr>
<td><strong>Construction equipment:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Melrose Park, Ill.</td>
<td>2,637</td>
<td>2,727</td>
<td>16.0</td>
</tr>
<tr>
<td>Tractor, Chicago, Ill.</td>
<td>2,073</td>
<td>3,415</td>
<td>10.0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>48,538</td>
<td>29,464</td>
<td>27.15</td>
</tr>
</tbody>
</table>

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1Robert B. McKersie and William W. Shropshire, Jr. Avoiding Written Grievances: A Successful Program (Chicago, The Journal of Business of the University of Chicago, 1962), p. 113
Even with this effort, and a new two step grievance and screening procedure which were agreed on in the 1955 negotiations, by 1957 the backlog of grievances had reached 3-4000. (This procedure called for union and plant supervisory personnel to screen written grievances, which were not settled at the first step, prior to sending them on to Step 2, where International Harvester Corporate personnel and UAW Harvester personnel would attempt to settle the grievance).

"It was an impossible situation, no one took responsibility. The Company refused all grievances and the Union flooded the grievance procedure with grievances. I saw the ill will in the union towards the company, and I told the company and the union that they would have to change or the company would go under." 19

"I was asked by the Company and the Union what could be done. Out of our discussions came a commitment to work together. A joint traveling committee made up of Art Shy of the UAW and Bill Reilly of International Harvester was formed to attempt to settle the backlog of grievances." 20

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19 From a telephone interview with David Cole, Permanent Arbitrator, May, 1973
20 Ibid.
This joint management and union committee proved unsuccessful. Finally, in desperation, both parties agreed to have Cole "mediate" the reoccurring grievances. Unlike arbitration, Cole would meet with both parties, hear their argument, tell them which way he was leaning, allow them to try and change his mind, and finally, issue an immediate decision. The only parts of the proceedings reduced to writing were the actual decision. However, nearly 1,000 grievances were still unsettled when the parties came to the 1958 negotiations.

1958 NEGOTIATIONS

Contract negotiations in 1958 were marked by occasional recesses pending the outcome of negotiations in the automobile industry. The parties used these periods to re-examine and settle unresolved grievances, working at both the corporate and local levels. So determined were they to reduce the backlog, that their work continued even during several bargaining deadlocks and a strike. By January, 1959, they had eliminated all but 550 of the old grievances.21

The new contract signed on January 16, 1959, contained new provisions on such perennial grievance issues as piecework classifications and job descriptions. In addition, it contained various procedural clauses for disposing of the

grievance backlog and the scheduling grievances for arbitration.22

Following settlement of the 1959 strike, Cole continued to "mediate" the grievances but was fighting a losing battle. At one time, the backlog of grievances had been cut to 550, but for every one he settled, ten more were being pursued until the number grew to 4,600 in mid-1959.23

During these "mediation" meetings, we would interpret the contract and get rid of all the nonsense grievances. In this way we were able to settle about 30 grievances a day.24

From the events which took place in negotiating the 1955 and 1958 contract, one circumstance began to assume particular significance. Each time company and union negotiators had come close to an agreement at the central or corporate level, long standing animosity at the local level had erupted, ending negotiations and causing a strike. An undercurrent of bitterness was evident also in the refusal of local labor leaders, after central level negotiators had reached a tentative bargain, to agree to the proposed new contracts unless certain grievances on which their feeling was strong were settled in their favor.25

22 Ibid. p. 10
23 James J. Healy, Creative Collective Bargaining (New York, Prentice-Hall, 1965) p. 113
THE BIRTH OF THE "NEW LOOK"

In December of 1959, under the direction of William Reilly, Manager, Labor Relations Department of International Harvester, and Arthur Shy, Assistant Director, UAW Harvester Department, the "New Look" was instituted at the Memphis plant which had the worst rate regarding submission of written grievances. The "New Look" came about through the combined efforts of Shy, Reilly, and David Cole as they all saw the merits of a plan that would allow a verbal discussion of the grievance to ascertain the facts, and provide an opportunity for both management and union personnel to become involved prior to the grievance being reduced to writing.

The program contained the following points:

1. The initial discussion would take place between the grievant and the immediate supervisor, who would attempt to settle the complaint with no further action necessary.

2. If agreement couldn't be reached, a union steward would be brought into the discussion.

3. If an agreement could still not be reached, then union grievance committeemen, together with upper plant management would come in to discuss the matter with the foreman and steward.

4. If all these efforts failed, then the grievance would be reduced to writing and enter the formal grievance
procedure as outlined in the contract. (See Appendix I)

The results were startling. The written grievance rate was reduced by ninety five percent. "Shy has stated, 'We started out at our worst plant, Memphis, and the very success of it surprised us after our past failures. Neither Reilly nor I had any idea it would work this well.' Reilly commented on the system as follows: 'Mutual frustration brought this program on. We tried everything, but nothing had made an contribution to better relations. It became obvious we had to quit writing grievances."26

SUMMARY

After World War II, workers at International Harvester were represented by the Farm Equipment Workers to a large degree, and by the United Auto Workers to a lesser degree.

The loss of maintenance of membership in the 1946 Agreement, plus a merger with the United Electrical Workers in 1949, spelled the end for the FE, and in 1954-55, the United Auto Workers absorbed them into their ranks.

International Harvester worked closely with the UAW to attempt to improve relations. While the volume of grievances did not decrease, 48,000 being appealed to arbitration from 1954-59, there was an underlying current of cooperation between Harvester and the UAW.

The UAW's Harvester Department was moved to Chicago in 1954 to attempt to centralize grievance handling and the first Master Agreement covering all UAW locals was signed in 1955.

A moratorium on arbitration was agreed upon by Harvester and the UAW in 1955 but by 1957, the backlog of grievances had climbed to 3-4,000.

This period, 1955-59, was marked by open distrust by both sides. Management was refusing all grievances and the Union was flooding the grievance procedure.

David Cole, the permanent arbitrator, brought both sides together and "mediated" the grievances. By discussing the merits of each case, interpreting the contract and making counter-arguments, the parties were able to settle up to thirty cases a day and throw out the nuisance grievances. Despite this, the number of grievances grew to 4,600 by 1959, due to bitterness on the part of local
Finally, in December of 1959, William Reilly of International Harvester and Arthur Shy of the UAW instituted the "New Look" at the Memphis plant, the site of the worst rate of grievance submission. The "New Look" emphasized oral handling of all grievances at the site of the grievance, since there was agreement between the UAW and International Harvester that most grievances did not have the correct facts agreed upon prior to being sent through the grievance procedure, and joint investigation of the facts by management and labor representatives.

The success of the "New Look" was immediate (See Table 2) and the program was extended to all International Harvester plants in 1960.
TABLE 2

NUMBER OF WRITTEN GRIEVANCES ANSWERED AT THE LAST STEP,
BY COMPANY DIVISION, UAW (AFL-CIO) LOCAL UNIONS -
MANUFACTURING OPERATIONS

<table>
<thead>
<tr>
<th>UAW LOCAL WORKS</th>
<th>Farm Equipment Division</th>
<th>Number of Grievances in 1960</th>
<th>Before Introduction of New System</th>
<th>After Introduction of New System</th>
</tr>
</thead>
<tbody>
<tr>
<td>111</td>
<td>Rock Falls</td>
<td>127</td>
<td>143</td>
<td>4</td>
</tr>
<tr>
<td>792</td>
<td>Stockton</td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>817</td>
<td>Louisville</td>
<td>143</td>
<td>28</td>
<td>0</td>
</tr>
<tr>
<td>988</td>
<td>Memphis</td>
<td>167</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>1145</td>
<td>Canton</td>
<td>217</td>
<td>217</td>
<td>0</td>
</tr>
<tr>
<td>1304</td>
<td>East Moline</td>
<td>333</td>
<td>333</td>
<td>30</td>
</tr>
<tr>
<td>1306</td>
<td>East Moline</td>
<td>13</td>
<td>13</td>
<td>0</td>
</tr>
<tr>
<td>1307</td>
<td>West Pullman</td>
<td>417</td>
<td>417</td>
<td>22</td>
</tr>
<tr>
<td>1309</td>
<td>Farmall</td>
<td>392</td>
<td>392</td>
<td>10</td>
</tr>
<tr>
<td>1310</td>
<td>Farmall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1336</td>
<td>Louisville</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1357</td>
<td>Canton</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>1,847</td>
<td>77</td>
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</table>

Motor Truck Division

<table>
<thead>
<tr>
<th></th>
<th>Indianapolis</th>
<th>23</th>
<th>14</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Indianapolis</td>
<td>52</td>
<td>5</td>
</tr>
<tr>
<td>226</td>
<td>Emeryville</td>
<td>28</td>
<td>0</td>
</tr>
<tr>
<td>76</td>
<td>Fort Wayne</td>
<td>47</td>
<td>1</td>
</tr>
<tr>
<td>57</td>
<td>Springfield</td>
<td>82</td>
<td>8</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>232</td>
<td>28</td>
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</tbody>
</table>

Construction Equipment Division

<table>
<thead>
<tr>
<th></th>
<th>Melrose Park</th>
<th>116</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tractor</td>
<td>257</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>373</td>
<td>0</td>
</tr>
</tbody>
</table>

Total—All Production and Maintenance Units 2,252 105

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CHAPTER TWO

THE GRIEVANCE PROCEDURE AT INTERNATIONAL HARVESTER
PRIOR TO THE "NEW LOOK"

PURPOSE

The purpose of this chapter is to examine the grievance procedure at International Harvester prior to the implementation of the "New Look". In addition, attempts to improve the grievance procedure, the underlying causes of the grievances, and problems caused by the volume of grievances will be examined.

HARVESTER-FE RELATIONS

In the International Harvester context, there were several reasons for grievances -- such as, piece rates, politics, and labor disputes between the FE and the UAW. Problems were magnified by constant conflict between the Company and the Farm Equipment Workers Union which had organized the company in 1934. The FE realized that Harvester was the largest manufacturer of farm equipment and hoped to set precedents for the entire industry by its settlements, both at negotiations, and through grievances.
The years from 1945 through 1958 witnessed (at International Harvester) more prolonged labor-management strife than had any period. With the exception of 1949 every contract negotiation of this period was accompanied by strikes, in 1945, 1947, 1948, 1950, 1952, 1955, 1958. The signing of the agreements signified little as the unresolved conflict raged unabated through the media of the grievance procedure and local work stoppages in Harvester plants.¹

EARLY GRIEVANCE PROCEDURES

The Grievance Procedure at International Harvester in the 1940's was, technically, a four step procedure; Step One being between the grievant and his supervisor, and if not settled reduced to writing, Step Two being between the grievant and the General Foreman, Step Three being between the Works Manager and an International Representative of the Union, and Step Four was Arbitration, in contracts with the FE as noted below.

Through 1945 Harvester clung to its typical pre-union attitude of not accepting arbitration even of contract enforcement. In 1946, the Company successfully

resisted FE's demand of a very broad arbitration clause, finally settling for a highly limiting provision. Some of the UAW plants still had no arbitration provisions in these contracts. The large number of wildcat stoppages brought the company to favor arbitration; and from 1946 on all contracts included an arbitration clause but with severe restrictions on the arbitrator's powers and freedom in conducting the proceeding. The restrictive language is indicative of the reluctance with which the company gave up its right to make final decisions on grievance matters. Harvester Arbitrations were highly contentious, compared to those of other companies. With batteries of company lawyers and scores of witnesses, they were inevitably cumbersome and time-consuming. At first no single umpire could be trusted with so much power so several were used. When the single-umpire system was established in 1948, the company took the lead in firing umpires after relatively short service because the decisions were unaccept­able.2

Not part of the grievance procedure, but certainly a strong determinant in the volume of grievances, was a contract clause in the 1946 agreement which limited retroactivity in grievance cases to the date a written grievance was filed.

Consequently, anyone with a real or supposed grievance would put it in writing to protect his retroactivity.

**ATTEMPTS TO IMPROVE THE GRIEVANCE PROCEDURE**

A major step forward in grievance settlement was taken in the 1955 contract with the UAW. In addition to new clauses, piece rates, job classifications, and classification of individual employees, the contract revised the grievance system to make it more streamlined and efficient. Henceforth, all UAW locals would be governed by a two-step procedure, the first step involving the employee, steward, and foreman, the second, a management committee. Final and binding arbitration would constitute the last recourse. Also, grievances not settled at the second step would be screened by UAW's Harvester Department within three months and placed on an arbitration "docket" after which they would be scheduled for an arbitration hearing.³

The centralization brought about by the signing of master agreements and the cutting of the grievance procedure from three steps to two produced new problems. Now that staff personnel were actively working and investigating grievance matters, foremen became reluctant to make decisions. They saw the specialists as a way to pass some of their problems up the ladder and out of the department. Often a

³Grievance Handling: A Case Study of a New Approach (New York, Industrial Relations Counselors, Inc. 1961) p. 9
grievant was told to write up his grievance and take it to the Industrial Relations Department because the foreman felt inadequate in trying to interpret that contract and he didn't want to make a decision which would force the company to pay out on a "bad" grievance.

The new contract signed on January 16, 1959, contained new provisions on such perennial grievance issues as piece-work classifications and job descriptions. In addition, it contained various procedural clauses for disposing of the grievance backlog and for scheduling grievances for arbitration. (Actually what these clauses did was spell out the "mediation" type meetings that David Cole was having with company and union officials to dispose of the grievance backlog).

The contract provisions of the "formal" New Look grievance procedure remain the same to this date and may be examined in Appendix I.

PROBLEMS CAUSED BY VOLUME OF GRIEVANCES

Given the volume of grievances involved, it was natural that long delays occurred, if the grievance was

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4Grievance Handling: A Case Study of a New Approach (New York, Industrial Relations Counselors, Inc. 1961) p. 11
ever heard at all, once it got beyond the first step of the grievance procedure.

Many grievances - too often important policy grievances - remained unreviewed and unresolved for several years. When the 1955 agreement was signed, for example, some 1,500 grievances had to be carried forward; when the 1959 agreement was signed, some 3,600 grievances had to be carried forward. It was difficult given the age of the grievance, for central personnel to verify disputed facts, or to acquire additional facts, when a delayed case finally came to hand. The contract requirement that settlement be made retroactive to the date of submission of each grievance created another rigidity, particularly in cases where a continuing practice was challenged. 5

As a matter of fact, this retroactivity clause may be seen as the primary reason for the volume of grievances which were put in writing in order to satisfy contract requirements in the event an award was made.

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Naturally, the volume of grievances created much irritation at the local level - due to delays and loss of good grievances due to volume. The rank and file pressured central union officials for a more expeditious resolution of its claims and demanded strike action against the company each time a contract came up for negotiation. Indeed, the strike became a way of punishing the company for poor contract administration.  

UNDERLYING CAUSES OF GRIEVANCES

The lack of union security has already been suggested as a cause of grievance difficulties in the early stages of the process. For proper functioning of a grievance system a union must be willing to drop the weak cases of many workers. This is particularly true in incentive grievances. But to do so a union must have security.  

In some plants, a few stewards filed most of the grievances. In others, certain departments with onerous working conditions (such as the forge shops and foundries)

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produced a consistently higher number of grievances than the less arduous departments (such as the tool room). The practice of filing multiple grievances over a single issue tended to distort figures in certain cases. In one plant, for example, three incentive disputes accounted for 33 per cent of all grievances submitted during a two-year period. 8

In one case a diligent UAW steward at the Memphis plant filed 1,800 written complaints over only one real grievance which affected nine workers. If he had not done so, he felt, retroactivity might have been jeopardized. 9

Once a backlog of grievances had developed, the parties did the only natural thing, they attempted to settle short of arbitration. While such action did clear away the backlog at the top, it fostered the submission of grievances at the lower levels. The rank and file learned that the volume approach produced an occasional payout.


Over the years, the basic contract expanded from a document of fifty to sixty pages to one of more than three hundred pages, not counting supplementary agreements. The detail and elaboration tended to foster grievances; some section of the contract could usually be found to support a claim.

In certain respects the arbitration process had the same result. Arbitrators faced the problem of interpreting a complex agreement and they attempted in their decisions to clarify and synthesize the agreement. Thus, while their decisions settled the cases in point, they often set the stage for fresh grievances on allied issues.10

**ADDITIONAL REASONS FOR CONFLICT**

In addition to the radical nature of FE leadership, and the rivalry between FE and UAW, there were several other conflicts which led to volumes of grievances.

In 1949 International Harvester instituted a "new parts" concept by which the company was able to restudy any part which had been changed during the war, and assign a new part number and rate to it.

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As a result of these revised studies, average hourly wages were to drop from $2.47 to $2.10.\textsuperscript{11}

Naturally, these decreases in wages caused a torrent of grievances related to wages, and an additional volume of grievances which might be attributed to general discontent on the part of the workers.

In addition, no grievances sent to arbitration were settled for a period of time when during 1952 and 1953, for a period of eighteen months, the company discontinued the services of two umpires on the grounds that their services were unsatisfactory. During that time until 1953, when another permanent arbitrator, David Cole, was named, numerous grievances, on rates and seniority, had stockpiled.

**UAW ATTEMPTS TO REOPEN CONTRACT**

In 1953, in the middle of a five year contract, the UAW came to the company with contract changes with which it wanted to open the negotiations to include in the Contract. The company refused to discuss this with the union.

"We disagree with the theory that a contract is subject to change whenever one of the parties wants further concessions. Such a document is not a contract, it is a

temporary memorandum. The only reason for having a contract is to settle the issues for a specific time."\textsuperscript{12}

Thus, the company rejected the UAW's policy line which views a labor contract as a "living document: subject to change.

\textbf{SUMMARY}

The grievance procedure at International Harvester was a four step procedure in the 1940's, the fourth step being a weak arbitration procedure which was instituted in the collective bargaining agreement of 1946. Also in that agreement, was a retroactivity clause which limited retroactivity in grievance cases to the date a written grievance was filed.

\textsuperscript{12}From a letter to International Harvester employees from Harvester President John McCaffrey, May 8, 1953
In the 1955 agreement, a streamlined grievance system was instituted which contained a two-step procedure; the first step involving the employee, steward and foreman, the second a management committee. Grievances not settled at the second step would be screened by UAW's Harvester Department prior to arbitration.

Problems caused by the volume of grievances included important policy grievances which would remain unresolved for years, the difficulty in resolving disputed facts in delayed cases, and the loss of "good" grievances due to the volume.

The underlying causes of the grievances can be seen as the lack of union security, the practice of filing multiple grievances to protect retroactivity, and the detail and elaboration of the collective bargaining agreement.

A detailed examination of the "New Look" grievance handling procedure will be contained in Chapter Three.
CHAPTER THREE

THE "NEW LOOK"

PURPOSE

The purpose of this chapter is to examine, in detail, the "New Look" grievance handling procedure at International Harvester, and how it relates to the previous grievance handling procedure. Results of several interviews are reflected in the content of this chapter.

OBJECTIVES OF THE "NEW LOOK"

One of the first objectives of the "New Look" was the rejection of the legalistic approach to grievance handling in which all grievances are put down in writing as violations of clauses in the contract.

What was being urged, in other words, was a clinical approach to grievances and the grievance machinery - an approach that viewed complaints through the functioning processes of shop behavior by which men were working together to turn out goods and services.¹

The basic objectives of the "New Look", which were noted in the first chapter, and which are stated formally in Appendix I, were:

First: All grievances were to be settled orally between the grievant and his supervisor.

Second: In direct opposition to "normal" grievance procedures in which stewards and supervisors stayed with the grievance as it progressed through the formal grievance procedure, the "New Look" had the opposite effect. Management and union officers, from as far up the ladder as required would come to the site of the grievance and attempt to settle it verbally.

Third: The oral handling of grievances was designed to speed up the settlement of grievances. If an employee had something coming, he should get it immediately; if not, he should be told at once.

Fourth: A single written grievance was to be a sign that the "New Look" was not working.

Fifth: The elimination of written grievances was not viewed as an end in itself but a means
of improving relationships between worker
and supervisor, between management and labor.

**ESSENTIAL ELEMENTS**

Thus, the purpose of the "New Look" was to minimize
the formal machinery of the grievance procedure and
emphasize its problem-solving function. The essential
elements were:

Persons involved in a grievance must "talk it out"
at the first step. This, in the great majority of cases,
would constitute the only step, but if a settlement was
not reached readily, the grievance was not simply written
and passed up to a higher level for consideration. The
act of writing a grievance and passing it on was considered
to be an acknowledgment of failure by those participating
in the talk-out. Instead, personnel at the higher level
were brought into the case while it still was at the oral
stage.

The second element was that, if at all practicable,
the discussion should be carried out when and where the
grievance arose. The stress was on prompt action. Both
management and union leaders agreed that if an employee
had something coming, he should get it then, and if had nothing coming, he should be told then. Where delay was unavoidable, for example, in investigating the complaint, in getting all the facts, or in getting help from other individuals in order to reach a settlement, full information for the reason was given to the employee involved and to the union representative. Thus, each knew the status of the grievance at any given time.2

There were other important elements in the "New Look". Emphasis was placed on fact-finding as part of the process. Company and union officials estimated that 95 percent of the misunderstandings that arose could be attributed to a lack of knowledge or appreciation of the facts.

Both sides also stressed the principle that grievance settlement could not be confused with contract negotiation. As with any sound grievance process, the objective was to assure the union, the company, and the employee that the existing contract would be effectuated, not changed or "improved."3


3 Ibid.
Another feature of the process was the availability of prompt assistance from specialists and superiors in either the company or the union when such help was requested by its respective representatives in order to bring about a settlement. Assistance could be secured from either the works level, the central level, or both.

As important as any of these factors was the acceptance of mutual responsibility by management and union officials in key positions to make the system successfully produce an actual settlement, rather than to merely operate the machinery, as had been the case under the old procedures, in which primary emphasis was on writing the complaint instead of adjusting the complaint.4

When an employee had a problem, he should not automatically assume that the foreman would give a negative answer. He should talk to the foreman, possibly in the presence of a steward, to see if a solution could be reached. Correspondingly, it was the foreman's job to uncover the facts. If the foreman, steward, and employee could not reach agreement, then others were called into the

investigation. If the local people were unsuccessful, then the central groups should be contacted. These events took place quickly, informally, and orally. The aim was to solve the problem on the day it arose.5

"NEW LOOK" DIFFERENCES

According to David Cole, Permanent Arbitrator, the primary purpose was to convince plant level personnel that the "New Look" was to relieve pressures, as there had been on relief, no outlet for plant pressures under the old procedure.6

As most grievances arise out of disputes of fact, according to Dewitt Gilpin, the "New Look" differed from previous procedures in that these facts could be weeded out verbally.7


6 From an interview with David Cole, former Permanent Arbitrator, May 1973

7 From an interview with Dewitt Gilpin, former FE official and present UAW International Representative, April 1973
Unlike previous grievance handling procedures, the whole approach of the "New Look" was positive because it brought the issue into the open before there was a hardening of positions and while the facts were still fresh in everyone's mind. 

Ninety-nine percent of all grievances can be handled at Step One of the "New Look". The "New Look" gives you (Industrial Relations) an immediate opportunity to get into problems, helps get to the heart of the problem and to get a feel for the climate in the plant.

The "New Look", unlike old grievance procedures, provided for joint investigation of grievances. A reasonable Union Committeeman and Industrial Relations Representative could bring in "cool heads" to an emotional situation between the worker and his supervisor. There was room for flexibility because the parties had not cemented their positions in writing.

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8 From an interview with Leo Gerretsen, President, UAW Local 1643, March 1973

9 From an interview with Dick Egan, President, UAW Local 6, February 1973

10 From interviews with Ron Butchly, Industrial Relations Manager, Pullman Works, Chicago, February and March 1973

11 From an interview with Thomas Logan, Industrial Relations Manager, Hough Division, Libertyville, March 1973
SUMMARY

The objectives of the "New Look" were a rejection of the legalistic, formal approach to grievance handling, a verbal handling of grievances and an immediate access to management and union specialists who would jointly investigate the grievance and try for an immediate settlement. The emphasis was on prompt action at the site of the grievance.

The "New Look" differed from previous grievance handling procedures at International Harvester in that it provided an outlet for plant pressures, allowed a settlement of disputes of facts through verbal communication before there was an opportunity for positions to harden, and gave both management and union personnel the opportunity to introduce "cool heads" into an often heated situation through joint investigation of the facts which helped to get to the heart of the problem and develop a feel for the climate in the plant.

Chapter Four will be concerned with an evaluation of the "New Look".
CHAPTER FOUR

AN EVALUATION OF THE "NEW LOOK"

PURPOSE

The purpose of this chapter is to evaluate the "New Look", and to present this evaluation by means of a review of the applicable literature, by an examination of the available quantitative data, and by presentation of the results of the interviews conducted.

RESULTS OF THE PROGRAM

Several tests may be applied to evaluate the success of the "New Look". A significant measure, for example, is that large backlogs of written grievances no longer exist. As noted in Table 1 48,538 written grievances were processed to the last step during the years 1954-59. In comparison, Table 2 shows that the written grievances processed to the last step during 1960 numbered 2,452 in the six months prior to the institution of the "New Look", and only 105 in the remaining six months of 1960, for a rate of less than five percent of the previous total. In the current picture, (May, 1973) Leo Gerretsen, Chairman of Local 1643 at the Hough Division in Libertyville notes there
are about 150 active written grievances, and that over fifty written grievances had been resolved at the last several weekly plant-level union-management meetings. (Step 2 Meeting)\(^1\) Dick Egan, President of Local 6 at the Melrose Park Plant stated that there are about 100 current written grievances about fifty of which were just nuisance claims which would be dropped eventually.\(^2\) (See Appendix III for an example of a weekly Step 2 Meeting Agenda)

Ron Butchly, Industrial Relations Manager at the Pullman Works says that the current active grievance rate is about one hundred with the expectation that they will be settled by Step Two meetings prior to negotiations of the new contract in the Fall of this year.\(^3\)

One disturbing factor is introduced by Dewitt Gilpin, International Representative for Region Four, UAW who said that the member of grievances is not important because the union could have 2,000 grievances a day if they wanted.\(^4\) This is another example of Union-Management cooperation.

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\(^1\) From an interview with Leo Gerretsen, March 1973

\(^2\) From an interview with Dick Egan, February 1973

\(^3\) From interviews with Ron Butchly, February and March 1973

\(^4\) From an interview with Dewitt Gilpin, April 1973
Another important measure in evaluating the impact of the "New Look" is the effect on employee attitudes.

1. Lower level supervisors and local union leaders affirm that the attitudes of many employees have improved. They refer specifically to the fast remedial action possible under the new system and the elimination of the delays and uncertainty common under the old one.

2. Officials of local union, including stewards, chairmen and members of grievance committees are as busy as ever or even busier, but now they are at work on the problems themselves, rather than on the formalities of writing and filing grievances.

3. Department foremen report they now spend less total time on grievances than formerly and that they can move in more quickly on the new problems that need their attention.

4. Division Industrial Relations Managers are able to spend more time on all aspects of their jobs, instead of having to concentrate on the dispute areas of labor relations.5 (These points are still viable in May, 1973).

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5 Grievance Handling: A Case Study of a New Approach (New York, Industrial Relations Counselors, Inc. 1961) p. 29
ADDITIONAL REASONS FOR SUCCESS OF "NEW LOOK"\textsuperscript{6}

According to Ron Butchly, Industrial Relations Manager of the Pullman Works, the "New Look" worked because most grievances arise out of disputes of fact, and these disputes can be solved by verbal communication rather than by solidifying positions by putting the grievance in writing.\textsuperscript{7}

The "New Look" did not preach a mutuality of interests but recognized that both management and labor have their own interests. It did recognize, however, that these interests could only be explored when the grievance procedure was working to the satisfaction of both sides so that the collective bargaining sessions could be spent on issues of current interest to the parties rather than bogged down in grievance settlement, as had been the case previously.\textsuperscript{8}

Leo Gerretsen, Chairman of Local 1643 notes that the "New Look" has worked because it has established

\textsuperscript{6}See Appendix VI for a complete list of persons interviewed.

\textsuperscript{7}Interview with Ron Butchly

\textsuperscript{8}Interview with Dewitt Gilpin
a rapport between management and labor. This has been the major accomplishment. The whole approach is positive. The number of grievances is not as important as the mutual understanding which has been built up under this program.\(^9\)

The "New Look" has fulfilled its objectives as it has greatly reduced written grievances, and has limited work stoppages.\(^10\)

According to David Cole, former Permanent Arbitrator from 1953 to 1961, the "New Look" was surprisingly successful, as for an eighteen month period after its institution, he was not called on to arbitrate a case. As a matter of fact, he noted that this inactivity led to his contract being terminated.\(^11\)

**SOME NEGATIVE ASPECTS**

It is not to be expected that such a radical departure from the previous grievance handling procedure would be without its drawbacks, its negative features.

According to Dewitt Gilpin, who was an FE officer prior to the UAW takeover, the 'New Look' has driven a

\(^9\) Interview with Leo Gerretsen  
\(^10\) Interview with Ron Butchly  
\(^11\) Interview with David Cole, May 1973
wedge between the leaders of the union and members. It established and consolidated too much authority in local union officials, stewards and committeemen who became full-time grievance workers. These union personnel, in effect, became dependent upon the company for their pay. They had to push the grievances in order to satisfy the membership without stepping on the company's toes. This led to collusion in theory, if not in fact. This also led to turnover in union leadership caused by members who felt that there was collusion between the company and union leaders.\textsuperscript{12}

Unions are political organizations, and stewards and committeemen who have been elected by the membership are reluctant to tell a grievant that he has no case if that is what the facts show. Instead, the steward will spend his time trying to justify the man's position rather than honestly seeking to investigate the facts. Many union officials who work on grievances 100 percent of the time feel that if they did any work on their regularly assigned job, it would reflect that they weren't working

\textsuperscript{12} Interview with Dewitt Gilpin
hard enough for the union members.\textsuperscript{13}

On the other side of the coin, Dick Egan and Leo Gerretsen complained that supervisors do not have the expertise, training, or in some cases, the authority to settle grievances which should be settled on the spot. There seems to be a reluctance on the part of the supervisor to commit the company to a set policy, even though there are no precedents set by the "New Look" verbal agreements, although the company strongly supports immediate settlement of grievances. In addition, there also appears to be a desire on the part of Industrial Relations Departments at several of the plants not to allow supervisors to settle grievances prior to intervention by Industrial Relations personnel. As an example of how this could affect the whole program, Egan and Gerretsen told the author that ninety to ninety-five percent of all grievances could and should be resolved on the floor between the grievant and the supervisor. If the supervisor's authority to act has been taken from him, then the chance of rapid solution of grievances, one of the basic objectives of the "New Look" approach, is considerably diminished, according to Egan and Gerretsen.

Neither the Company nor the Union see the "New Look"

\textsuperscript{13}Interview with Ron Butchly: In the Pullman Works in Chicago, this amounts to Stewards in every department, plus Seven Zone Committeemen who spend all of their time working on grievances. Management naturally complains that this amounts to a considerable payout for no production.
as the panacea to all Industrial strife. As a matter of fact, Ron Butchly of the Pullman Works noted that there didn't seem to be any rush for other industries to adopt this particular approach to grievance handling.

There is considerable pressure from both labor and management for an updating of the program, perhaps, to include some type of written grievance to insure that the facts have been ascertained.

THE KEY TO GOOD MANAGEMENT-UNION RELATIONS

The foreman is in a position to correct most individual grievances or to prevent their origin or recurrence. By the same token, a grievance may arise from an oversight on the part of a foreman, and if alert, he may correct it readily. Or a grievance may be the fault of the foreman: it may arise from his autocratic or unreasonable attitude. But whatever the situation, the direct submission of all grievances to the foreman usually tends to give him a broader grasp of his job and a fuller opportunity to be a good foreman. A large share of the grievances in a shop are automatically settled by foreman and, as a whole, labor relations are thereby greatly improved.14

What experience has shown is that foremen, in their

14 John A. Lapp, How to Handle Labor Grievances (Deep River, Ct., National Foreman's Institute, 1945), p. 109
dealings with any union, have caused situations to grow out of proportion because of inadequate education on the labor agreement, lack of information, or inconsistent judgments.\(^\text{15}\) (This is also true today, in the present Harvester-UAW situation).

Foreman education is the solution to these problems. Regularly scheduled meetings should be held to examine the agreement and its interpretations in depth. The foreman should be advised of any progress during negotiations. He must certainly receive news and developments before they are sprung on him by the union. The foreman must be trained in modern human relations concepts, made aware that the modern worker is more aware of his rights and guarantees, and proud of the dignity of his labor and his position as a free man. A modern foreman must be able to lead rather than drive and to bring the spirit of cooperation, rather than compliance to rules, to the work place.\(^\text{16}\)

Most importantly, a foreman must be aware of his limits of authority, must be told that he has complete freedom of action within these boundaries, and know that he has the backing of competent Industrial Relations professionals, who exist to give him advise and guidance.\(^\text{17}\)


\(^{16}\) Ibid., p. 110

\(^{17}\) Ibid.
The United Auto Workers are very vocal in their complaints that due to a large turnover in supervisory personnel in various plants, there are some instances where untrained personnel are forced into positions where it is hoped they will learn by experience. A major complaint by the union is that there is inadequate training of these supervisors, that they are often workers who have just been promoted and that the authority "goes to their head". International Harvester management are aware of the seriousness of this situation, admit that it does exist in some cases, and are considering the training of all supervisory personnel as top priority.

After all, the foreman is the management representative from whom the worker gets his impression of the Company. At the point the job foreman cannot or will not work the problem that does arise involving workers under his jurisdiction, then it is only natural that people go to another level.\textsuperscript{18}

On the other hand, the union representative in the plant, the steward or the grievance committeeman, have many improvements to their method of handling grievances to consider. As their very existence depends upon it, they are naturally expert in the labor agreement and its interpretations. However, due to the political

\textsuperscript{18}Ken Bannon, \textit{The Grievance Process} (Detroit, Michigan State University Labor and Industrial Relations Center, 1956) p. 21
nature of their position, they are often reluctant to
tell a worker that his grievance is without merit.
Instead, the steward will push the grievance on to the
next step so that when an adverse decision is made he
can put the blame for the decision on the system. It
appears that union staff and officials are also in
need of human relations training.

The author heard from Art Herzog, Industrial
Relations Manager at the Melrose Park Plant, and Dick
Egan, President, Local 6, that although the "New Look"
has cut the volume of written grievances down to practically
nothing, it has increased the workload of the company
and union representatives who complete joint investigations
of each grievance not settled at the first Step. Often
two or three follow-up investigations are required before
the facts are finally ascertained. There are several
causes for this. First, despite disclaimers, each side in
the dispute is attempting to strengthen their position for
the Step 2 meeting and is not concentrating on trying to
see both sides of the issue. Second, since the grievance
is not reduced to writing, the principals at the weekly
grievance meetings often find themselves arguing two
distinct grievances based on their interpretation of the
facts. Third, this confusion is compounded at the 2-1/2
Step where the grievance is finally put into writing. Often the participants find there is no connection between the grievance they have been discussing and what is finally written down. This makes for further delays and further investigation. It appears that, in some cases, not putting the grievance in writing until the 2-1/2 Step merely delays the solidifying of positions. Surprisingly, there appears to be considerable sentiment for returning to some sort of modified written grievance procedure. 19

There is a strong feeling on the part of both International Harvester and the United Auto Workers that the "New Look" requires constant attention and leadership. Several union officials said that it places a heavy burden on the top management in the company's Industrial Relations Department. Robert Crowe!, Labor Relations Manager for International Harvester noted that constant leadership is needed especially in current times where so many avenues are available to a disgruntled worker. A grievant who is not satisfied with the decision he receives, and feels there has been collusion, or he has not been properly represented by his union, can take his case to the Public Committee of

19 Interview with Art Herzog, February 1973
the United Auto Workers, to an open Convention, to the President, Leonard Woodcock, to the National Labor Relations Board, to OSHA, to the Equal Employment Opportunity Commission, to the State Fair Employment Practices Commission, to the City Human Relations Commission, or to the Department of Labor. While these avenues which are open to the grievant are not unique to the "New Look" procedure, the procedure has been accused of being vague enough to create a higher incidence of these complaints than under other grievance procedures. 20

A DEFENSE OF THE "NEW LOOK"

Despite negative comments about the "New Look" from both sides, there seems to be universal agreement that this system is best for them under their set circumstances and at the present time. Those who had worked under the old plan or some other written grievance procedure were most vocal in their support of the program including Dick Egan, Leo Gerretsen, and Thomas Logan.

SUMMARY

In evaluating the impact of the "New Look" grievance handling procedure, several measures may be used. A measure

20 Interview with Robert Crowel, October 1972
of the current written grievance backlog shows that the percentage has shrunk to less than five percent of the former backlog, and those existing grievances are being resolved at a rate which will not make them a factor in the upcoming contract negotiations.

A second important measure is the effect on employee attitudes which the "New Look" has had. The speed with which the grievances are handled and answered account for the wide acceptance of its approach.

Results of interviews showed that the "New Look" has brought a positive approach to grievance handling, an oral method of getting the facts straight, built mutual understanding and fulfilled its objectives of reducing written grievances and limiting work stoppages.

Some negative comments about the "New Look" include the possibility, or the suspicion of collusion between the company and the union, the fact that stewards and grievance committeemen work on grievances 100 percent of the time and do no work on their regularly assigned job, and that the supervision often does not have the expertise, training or authority to settle grievances on the spot.
The need for grievance handling training on the part of supervisory personnel and human relations training on the part of union representatives is indicated.

Neither the company nor the union see the "New Look" as a panacea to all industrial strife, but there is universal agreement that this system is best for them under set circumstances and at the present time.
CHAPTER FIVE

RECOMMENDATIONS AND CONCLUSIONS

PURPOSE

The purpose of this chapter is to make recommendations for the improvement of the "New Look" Grievance Handling Procedure, and to present conclusions on the success of the Program.

RECOMMENDATIONS

It appears that both International Harvester and the United Auto Workers need to take a fresh look at the "New Look". A return to the basic concept of the "New Look" is needed in order to overcome some of the negative features noted. A rededication to cooperative joint investigation would appear necessary. The author heard from several union officials that the company needed an increase in Industrial Relations personnel in order to handle all the investigations of facts. Apparently, due to a lack of available personnel, the joint investigation has, in many cases, turned out to be separate investigations which may account for different facts which are presented at Step 2 meetings. As noted previously, this misinformation accounts for numerous investigations and often makes written grievances useless.
as the questions of fact are not settled by the time the grievance reaches Step 2 or Step 2-1/2.

A re-examination and a rededication to the principles of the "New Look", which were put into practice in 1958 at the Memphis plant by Labor Relations Manager, William and Arthur Shy, assistant director of the UAW's Harvester Department, is necessary.

An informal method of putting every grievance in writing, by each of the parties, strictly for each side's records, even when solved at the first step, should be explored. Although both management and labor have said that written records have not been kept on purpose in order not to become bogged down again in volumes of written grievances, the author has found that some informal means of keeping these records are necessary in order to set the facts down, once they are agreed on verbally. If some type of form was used during discussion and joint investigation then the written grievances, which have been termed as useless by some of those interviewed, would be grounded on facts and eliminate duplication of efforts and consequent delays.

As was mentioned earlier in this chapter, both sides are in agreement that industrial relations and human
relations training is needed by newly appointed supervisory personnel. The author would propose that the possibility of holding combined training sessions for supervisory personnel and union stewards and shop committeemen should be explored. As the "New Look" grievance handling procedure professes to be a method of improving working relationships based on mutual respect and awareness, what better method could be used to solidify these relationships than by means of joint educational seminars?

CONCLUSIONS

It would be naive to assume that all the objectives of the "New Look" have been fulfilled. But when the written grievance rate falls to less than five percent of its former rate prior to the introduction of the program, then it must be concluded even taking into account changing times and different personnel, that the "New Look" has fulfilled its objectives, as noted in Chapters One and Three, to such a high degree that it must be accepted as the proper grievance handling procedure for this particular situation.

The study concludes that the spirit of cooperation which has been developed between International Harvester and the United Auto Workers through joint investigation of
grievances, and weekly grievance meetings has helped to develop an atmosphere of awareness between the two sides which has carried over into all facets of management-labor relations at International Harvester.

If International Harvester and the UAW continue to display the cooperation and feeling of mutual respect for the other's position, as well as incorporate some of the study's findings into the procedure, there is no evidence to suggest that Industrial Peace will not continue at International Harvester.

The author will observe, with considerable interest, the contract negotiations later this year as a barometer which will show the extent to which the "New Look" concept of cooperation and openness continues to exist between the International Harvester Company and the United Automobile Workers.
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APPENDIX I

THE FEATURES OF THE PROGRAM

The following is the formal statement of the "New Look" program as stated in the January 29, 1971 Production and Maintenance Main Labor Contract between International Harvester Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, which continues in effect today. The only difference is that now it is included in the contract where in 1959 it was in memorandum form.

ARTICLE VI

Both parties agree that avoiding written grievances and the handling of oral grievances is dependent on the understanding and the continuing cooperation of management and union representatives and employees.

In this connection the parties encourage the expeditious consideration of complaints at the point of origin by the bringing together of people with the special talents and skills required for full exploration of the problem involved and the need for joint investigation and resolution of differences within the framework of the labor contract.
The Company and the Union have established the following objectives:

1. Avoidance of grievances and misunderstandings.
2. Oral handling of grievances within the framework of our agreements.
3. Expeditious investigation and quick disposition of such grievances or problems.
4. In connection with the oral handling of grievances the parties further agree that since the retroactive provisions of the contract relating to grievance settlement are tied to dates on which written grievances are presented and processed through the procedure, that another form of control must be used. Although we believe that the new program should work to minimize problems of effective dates of the disposition of cases, it is agreed that reliance on recollection or memos should be adequate to avoid subsequent misunderstandings as to the date on which the problems were raised.

5. Procedure for Disposition of Unresolved Step 2 Grievances
If the grievance is not resolved in Step 2, and the Union elects to appeal further, the grievance shall be reduced to writing. Such written grievance shall identify the facts giving rise to the grievance the date(s) involved, the date the grievance was first presented to the Company in Step 1, the name of the Company representative to whom the grievance was first presented, the Contract provision(s) claimed to have been violated, and the relief requested. In addition the union may put in writing any arguments, contentions or documentation supporting the claim. The written grievance shall be signed by the Chairman of the Grievance Committee. The written grievance shall be delivered to the Works Industrial Relations Manager. The Works' Industrial Relations Manager will reply as to the Company's position in writing to the Local Union within ten (10) working days of the receipt of the written grievance. The Company's answer will state whether there is any dispute with respect to the facts of
that the Grievance Committeeman of the zone in which he works represent him in Step 1 of the grievance procedure.

The Supervisor's disposition shall be in writing on the form contained as Exhibit "E" attached to this Contract, setting forth in detail all facts relied upon and identifying Contract provisions in support of his disposition, and shall be given the Steward who signed the grievance within three (3) working days after the grievance was presented in writing.

In any case in which the Steward wishes to discuss a grievance with his Grievance Committeeman or the Chairman of the Grievance Committee prior to the presentation of a written grievance, the Steward must request his Supervisor to call such Grievance Committeeman for this purpose and will inform his Supervisor of the nature of the grievance and, if possible, the identity of the aggrieved employee. Thereupon, the Supervisor will call such Grievance Committeeman promptly.

After the written first step answer has been given (or the time limits for such answer has expired) and before such grievance is appealed to Step 2, the grievance committeeman within whose zone the grievance was presented
and the chairman of the grievance committee may be permitted to investigate the grievance jointly or one or the other (not both) on an individual basis. Such investigation shall be made for the purpose of obtaining the facts and a full understanding of the issues involved in the grievance.

Grievances which are not disposed of in Step 1 may be appealed to Step 2 by the Grievance Committee within thirty (30) working days after receipt of the Company's written answer in Step 1. The appeal shall be in writing on the form contained in Exhibit "F" attached to this Contract. The Company shall not be required to consider further any case which the Grievance Committee does not appeal within the thirty (30) day period.

Step 2 - Presentation to Management Committee

If the grievance is not disposed of in Step 1, the grievance may be appealed to the Management Committee. Such grievances which the Grievance Committee desires to present in Step 2 must be appealed in writing to the Works Industrial Relations Manager at least five (5) working days before the meeting at which such grievances are to be discussed except as otherwise provided in Section 4 of this Article. The appeal to Step 2 will
include any contentions made in support of the issues involved in the grievance, and any basic facts relied upon in support of the grievance, which has been developed by investigation made subsequent to the written answer in Step 1.

Meetings will be held weekly at a time mutually acceptable to the Local Union and the Company and decisions of the Management Committee on grievances presented to it will be given in writing not later than seven (7) calendar days following the meeting at which the grievance was discussed. The Management Committee's answer will set forth the facts relied upon by the Company and the basis for its position under the Contract. The Works Manager or one of his assistants, as a member of the Management Committee will be present at least once each month. International Union representatives may be present in meetings at this Step upon request of either party. The President of the Local Union may attend Step 2 meetings and will be afforded time off with pay from his regularly scheduled work on the same basis as a Grievance Committeeman for such attendance. The written decision of the Management Committee on a grievance presented at a Step 2 meeting at which the Works Manager or one of his assistants was not present
may be reviewed at the next Step 2 meeting at which the
Works Manager or one of his assistants is present. The
Works Industrial Relations Manager must be informed in
writing that such review is desired at least two (2)
working days before the meeting at which such decision
is to be reviewed.

Procedures for Disposition of Unresolved Grievances

If the grievance is not disposed of in Step 2, the
grievance may be referred by the Local Union to the
appropriate Regional Director of the International Union
who shall review the grievance to determine whether it
warrants further consideration. If the Regional Director
determines that the grievance warrants further considera-
tion, he shall refer the grievance to the UAW-Agricultural
Implement Department of the International Union. It shall
be the final responsibility of the UAW-Agricultural Imple-
ment Department to determine whether grievances as defined
in Article VII, Section 1 shall be submitted to final and
binding arbitration under the procedure provided in such
Article VII.

In connection with its responsibilities with respect
to the review of unresolved grievances, the UAW-Agricultural
Implement Department, through its designated representative
may arrange with representatives of the Company to meet at a mutually satisfactory time for the purpose of eliminating disagreements concerning the interpretation of the Contract which have prevented disposition of grievances in the grievance procedure. The Company shall also have the right to request representatives of the UAW-Agricultural Implement Department to meet at a mutually satisfactory time for the same purpose.

Step 3 - Arbitration

In the event it is not possible for the parties to dispose of any grievance as defined in Article VII, Section 1 through recourse to the above procedures, the UAW-Agricultural Implement Department or the Company may appeal the grievance to final and binding arbitration in accordance with the procedure set out in Article VII.

Section 2

(a) Except as specifically provided in Section 6 of Article XI and Section 9(c) of Article XII, retroactivity of grievance settlements effected under this Article or Articles VII, "Arbitration," shall be limited to the date the grievance is presented in writing in the grievance
procedure, except:

(1) Where the circumstances made it impossible for the employee, or for the Union, as the case may be, to know that he, or the Union, had grounds for such claim prior to that date, or

(2) Where the grievance is not recurring in nature (does not recur on subsequent days) and the grievance is filed in writing within a reasonable time,
in which case the claim may be retroactive to a date not more than sixty (60) days prior to the date that the grievance was presented in writing in the grievance procedure. Where no wage loss had been caused by the Company's action complained of, the Company shall be under no obligation to make monetary adjustments. In no event shall the Company be obligated to make wage adjustments in the case of employees who have broken their seniority and employment relationship, prior to the date the grievance is presented in writing, except in the case of employees whose seniority and employment relationship are reinstated under the provisions of Section 4 of Article XVI of this Contract.
(b) No grievances may be processed under this Article unless the situation complained of continues to exist or occurs after the effective date of this Contract and the grievance is first presented in writing as provided in this Article after the effective date of this Contract. Grievances which arose under the prior Contract may be processed only in accordance with specific procedures separately established for such purposes by the Company and the Union.

(c) Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified prior to the end of the month following the month in which the pay in question was delivered to the employee.

(d) All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Company during the periods as above defined, less the following:

(1) Any Unemployment Compensation which the employee is not obligated to repay or which he is obligated to repay but has not repaid nor authorized the Company to repay on his behalf.
(2) Any Supplemental Unemployment Compensation Benefit paid the employee under the Supplemental Unemployment Benefit Plan.

(3) Compensation for personal services other than the amount of compensation he was receiving from any other employment which he had at the time he last worked for the Company and which he would have continued to receive had he continued to work for the Company during the period covered by the claim.

Wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Company during each corresponding week of the period covered by the claim, shall not be deducted.

(e) No decision of the Permanent Arbitrator or of the Management in one case shall create a basis for retroactive adjustment in any other case prior to the date of written filing of each such specific claim, except with respect to a decision granting a grievance claiming error in the application of Section 10 of Article XII in establishing a revised production standard on an identified piecework job or granting a grievance claiming
error in the application of Section 1 (d) or 1(f) of Article XII in classifying an employee performing identified duties. The granting of such a grievance under Section 1(d), 1(f), or 10 of Article XII shall also provide a basis for retroactivity after the date of written filing of the granted grievance to other employees who have performed the same identified piecework job or the same identified duties in the grievant's department, provided that such other employees did not perform such job or duties on or prior to the date of written filing of the granted grievance but have only performed such job or duties subsequent to that date as a replacement for or in the place of the aggrieved employee or as additions to the work force in the department supplementing the performance of the grievant on such job or duties. However, the foregoing exception shall not apply if the written grievance was granted because of special facts or considerations.

(f) Any grievance that either (a) is not processed or (b) is disposed of under procedures adopted by the Company and the Union in the implementation of the Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, the Union
and its members.

Except with respect to the right of an employee to present a grievance on his own behalf, the Union shall, in the redress of alleged violations by the Company of this Contract or any local or other agreement supplementary hereto, be the exclusive representative of employees or groups of employees covered by this Contract, and only the Union shall have the right to assert and press against the Company in any judicial or adjudicatory proceeding any claim or action asserting a violation of the Contract.

No employee or former employee shall have any right of action under this Contract on the basis of or by reason of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union representative has authority or discretion to act or not to act under the terms of this Contract.

Section 3.

Failure of the Company to answer grievance within the time limit prescribed in any step of the grievance
procedure shall permit the Local Union to refer the case to the succeeding step of the procedure, following the expiration of the time limit for answer. However, such time limit may be extended by mutual agreement of the parties.

Section 4.

In any case where the Management Committee and the Grievance Committee agree that an emergency exists and the case cannot be delayed until the time of the next regular meeting, such case may be presented and considered at any time at Step 2 of the grievance procedure.

Section 5.

Grievances may be presented to the Chairman of the Grievance Committee by the Company and in such cases the same shall be initially introduced in Step 2 of the grievance procedure. The Company shall submit the grievance in writing to the Chairman at least five (5) working days prior to the regularly scheduled meeting at which it is to be discussed. The Local Union shall be required to answer such grievances in the same manner and within the same time limit as required of the Company in Step 2 of the grievance procedure as specified in this Article.
Section 6.

Grievance Committeemen and designated Local Union officers shall be permitted to leave the Works on Union business during working hours upon request, provided they obtain standard gate passes from their Supervisors before they leave the Works. It is understood that this time is not to be paid for by the Company. In addition, upon written request of the Local Union given to the Works Industrial Relations Manager as far in advance as possible but in no event later than the day prior to the requested absence, this Section shall be applicable to designated employee members of special Local Union Committees, provided that not more than fifteen (15) of such employees shall be permitted to be absent from the Works under this Section at the same time and further provided that the notice shall specify the duration of the absence, which shall not be less than the first half or the second half of the employee's shift.

Section 7.

International Union representatives may be present in meetings of the second step of the grievance procedure. Upon request to the Works Manager by the Local Union, a
representative of the International Union will be permitted to visit the Works for the purpose of securing necessary information with respect to any specific grievance which has not been finally resolved in Step 1 of the grievance procedure. The International Union representative shall be subject to all the safety rules and regulations of the Works during the period of such visit.

Section 8.

The recognized Stewards and Grievance Committeemen shall be afforded such time off by the Company during their regularly scheduled working hours as may be required in the performance of the following functions within the Works:

(a) A Steward while making an investigation of a grievance in Step 1 of the grievance procedure within his designated area, provided he informs his Supervisor of the nature of the grievance or the identity of the aggrieved employee, or both if possible, before making such investigation.

(b) A Steward while presenting a grievance within his designated area to the designated Supervisor in Step 1 of the grievance procedure.
(c) A Grievance Committeeman while making an investigation of the individual grievance of a Steward in Step 1 of the grievance procedure within the Steward's designated area, provided the Steward has requested that the Grievance Committeeman represent him and the Grievance Committeeman identifies the nature of such grievance to the Steward's Supervisor before making such investigation.

(d) A Grievance Committeeman while presenting the individual grievance of a Steward within the Steward's designated area to the Steward's designated Supervisor in Step 1 of the grievance procedure, provided the Steward has requested that the Grievance Committeeman represent him.

(e) A Steward or a Grievance Committeeman when requested by management to leave his job to confer with management.

(f) A Steward, Grievance Committeeman, or the Chairman of the Grievance Committee while attending the initial review in the Industrial Relations Department of the suspension or discharge of an employee as provided in Article XI.
(g) A Grievance Committeeman and the Chairman of the Grievance Committee while making an investigation, jointly or one or the other (not both) on an individual basis, within his designated zone of a grievance which has been answered in writing by a Supervisor in Step 1 of the grievance procedure, provided he identifies the grievance to be investigated and the time limit has not expired for appeal of such grievance to Step 2.

(h) The Grievance Committeemen while attending regularly scheduled grievance meetings with the Management Committee in Step 2 of the grievance procedure or while attending emergency meetings with the Management Committee pertaining to matters which by agreement of the Management Committee and the Grievance Committee cannot reasonably be delayed until the time of the next regular meeting.

(i) A Grievance Committeeman or the Chairman of the Grievance Committee while discussing a grievance with a Steward of an area within his zone prior to presentation of the grievance in Step 1, provided he is called by the Supervisor of the department in which the grievance exists.

Section 9.

To secure pay for time off afforded by the Company
during his regularly scheduled working hours under Section 8 of this Article, a Steward or a Grievance Committeeman will be required to use the authorizations required on the forms which will be provided by the Company for the accounting of such time, a copy of which is attached hereto as Exhibit "G" and made a part hereof. These authorizations shall entitle Stewards and Grievance Committeemen to be paid for such time off at the regular hourly rate in the case of dayworkers or at the average piecework earning rate in the case of pieceworkers. In case (1) a Steward or a Grievance Committeeman works on the second or third shift and the Management requests him to confer at an hour which requires him to make a special trip to the Works, or (2) a Grievance Committeeman who works on the second or third shift attends a regularly scheduled grievance meeting with the Management Committee in Step 2 of the grievance procedure during first shift hours, such Steward or Grievance Committeeman shall also be compensated as provided in this Section for the time so spent in the Works. In such event, neither Article XIV, Sections 5 or 6 shall apply.

Section 10.

(a) The Company will not be required to pay Stewards or Grievance Committeemen under the provisions of Section 9
of this Article in any case where:

(1) The Union representative has failed to follow the provisions contained in this Article, or
(2) The amount of time spent is unreasonable.

(b) In any case in which pay is denied, the Company will provide the Grievance Committee with complete written evidence regarding any case in which a claim for pay under this provision is denied. This evidence shall be submitted to the Grievance Committee as soon as possible in each case and will include the identity of the Union representative involved, period of time involved, the basis upon which the Local Union representative requested the pay and the reasons why the Company refused to make such a payment. The Company agrees that the provisions of this Sub-section will not be administered in such manner that Local Union representatives will be curtailed in the performance of legitimate Union duties permitted under this Contract.

ARTICLE VII

ARBITRATION

Section 1.

A claim that either the Company or the Union at a particular Works has violated some provision of this Contract
or failed to perform some obligation assumed under this Contract is an "arbitrable grievance" within the meaning of this Contract. Arbitrable grievances which are not disposed of in Step 2 of the grievance procedure at such Works, as provided in Section 1 of Article VI of this Contract, may be appealed to final and binding arbitration by either the Company or the Union at such Works under the provisions and procedures of this Article, provided such appeal is made in accordance with Section 2 of this Article.

Claims other than those defined above shall not be deemed arbitrable under this Contract. Except as provided in Section 2 of Article VI of this Contract, no grievance may be processed under this Article unless the situation complained of continues to exist or occurs after the date of this Contract and the grievance is first presented in writing in the grievance procedure after the effective date of this Contract.

Section 2.

A grievance shall be deemed to have been appealed from Step 2 of Section 1 of Article VI to arbitration as set forth in this Article, if the UAW-Agricultural Implement Department of the Union, or in the case of the Company, its designated representative shall have given written notice of its desire to schedule such case
for arbitration within one year from receipt of the written answer in Step 2 of the grievance procedure or the expiration of the time limit for such answer, as provided in Section 4(a) of this Article. Neither the Company nor the Union shall be required to consider further any grievance which is not appealed from Step 2 within the time limits and in the manner provided in this Article.

Section 3.

A Permanent Arbitrator is to serve until the termination of this Contract, provided he continues to be acceptable to the Union and the Company, shall be selected by mutual agreement between the Union and the Company. In addition to the agreed compensation to be paid him for his services, he will be entitled to his necessary traveling expenses in connection with the performance of his duties. If such Arbitrator becomes unacceptable to either or both parties appropriate written notice shall be sent to the Arbitrator and the opposite party, and he shall thereupon conclude his services by rendering decisions on any grievances pending that have already been heard by him.

Section 4.

(a) The UAW-Agricultural Implement Department may
request the Permanent Arbitrator to schedule cases which have not been barred by the one year time limit by notifying the Permanent Arbitrator and the Company in writing of the cases it wishes scheduled for hearing. The Permanent Arbitrator shall, after consultation with representatives of both parties, schedule a hearing at least thirty (30) days subsequent to the receipt by the Company of the list of cases to be scheduled. The Union shall have the right to request the scheduling of cases for subsequent hearings in which case the schedule established by the Permanent Arbitrator will require hearings no more often than every fourth week.

(b) Cases will be heard in the order in which they are listed by the Union unless it is mutually agreed to change the order of the cases. The Permanent Arbitrator shall have the authority to grant requests for postponements where, in his judgment, the disposition of cases, or other circumstances, necessitate such action to permit either the Company or the Union to fully prepare and present its case.

(c) In any case where a grievance not barred by the one year time limit involves accumulating liability, the Company shall have the right to request the scheduling
of such grievance or grievances. Such case will either be scheduled forthwith or dropped unless an acceptable reason is given for not doing so. If a disagreement develops concerning such reason advanced, the Arbitrator shall decide the question before proceeding to hear the case.

(d) The Permanent Arbitrator will determine the date on which hearing of a specified number of cases will begin, providing, however, that hearings will not be scheduled to continue more than five (5) consecutive work days, and no hearings shall be scheduled on a Saturday, a Sunday, or a holiday enumerated in this Contract, or other than normal business hours. In the event all of the specified cases are not heard during the scheduled hearings, the hearings shall be recessed after not more than five (5) days of hearing for at least fifteen (15) calendar days but not less than such time as is necessary for the Permanent Arbitrator to issue awards in the cases fully heard prior to the recess, subject, however, to the exception provided in Section 8. The hearings will again be recommended subject to the same provision as listed above. In the event that a hearing date has been set for a subsequent date, such hearing date will be changed so that the hearing on the subsequent schedule will not commence until at least three (3) calendar weeks have elapsed after the close of
the recessed hearing.

(e) In the event the Permanent Arbitrator is holding a hearing every fourth week as permitted by this Section and there are cases scheduled every fourth week for the next six (6) months, and there are cases which cannot be set for hearing within six (6) months after the date on which the Permanent Arbitrator is notified to schedule such cases because of the prior cases scheduled for hearing by the Permanent Arbitrator, a second Permanent Arbitrator shall be selected by mutual agreement of the Company and the Union. Such second Permanent Arbitrator shall be subject to the terms of Section 3 of this Article.

(f) Such second Permanent Arbitrator shall have the same powers, functions and authority as set forth in this Contract for the Permanent Arbitrator. The second Permanent Arbitrator shall hold hearings subject to the same time limits and other requirements, except that he shall not schedule cases at any time when the cases listed by the Union under Sub-section (a) could be set for hearing within six (6) months by the Permanent Arbitrator. The hearing schedule of each Permanent Arbitrator shall be independent of the other Permanent Arbitrator. The two
Permanent Arbitrators shall arrange the schedules of cases listed by the Union for hearing so that the lists of cases will be heard in the order they were submitted for scheduling to the extent that is possibly consistent with the other related provisions of this Section.

(g) A disciplinary grievance arising under Article XI or an issue involving emergency considerations may be inserted in the order of scheduled cases in advance of any case which has already been scheduled. For this purpose, an issue involving emergency consideration is an issue involving the interpretation or application of any term of this Contract which has been initiated by either party directly with the other party and upon which the parties have agreed upon a stipulation of the issue to be decided by the Permanent Arbitrator. When either party desires to move forward on such a grievance or issue, the moving party shall notify the Permanent Arbitrator and the opposite party of the exact place at which such grievance shall be inserted in the order of scheduled cases, which may include insertion in the list of specified cases which the Arbitrator has already set for hearings, provided that no such case shall be heard less than twenty-one (21) days after being inserted in the order of cases. Without regard to the
above limitation, other cases which either of the parties consider to involve emergency considerations may be advanced on the schedule by mutual agreement of the UAW-Agricultural Implement Department and the Company

Section 5.

Hearings will be held in Chicago, except that at the request of either party hearings will be held in either Indianapolis or Moline. However, no hearing will be divided between any two of such locations in any calendar week except by mutual agreement. The hearing room will be provided by the Company.

Union representatives who are needed by the Union in the presentation of their case and employees who are witnesses for the Union will be excused from work without pay to attend a hearing upon written request by the Union.

Other employees whom the Union wishes to attend a hearing will also be excused from work without pay upon written request of the Union if production requirements permit, and provided space limitation is not exceeded.

Except by agreement, persons who are not employees of the Company or the Union will not be permitted to attend
a hearing unless they are participants.

Section 6.

At such hearing before the Arbitrator, the parties may present oral and documentary evidence in support of their several contentions and each party shall at all times have the right of cross examination. The Arbitrator may, upon the request of either party or his own motion, adjourn the hearing for a sufficient period to enable either party to furnish additional evidence, oral or documentary, which, in the opinion of the Arbitrator, is relevant to the issue or issues involved.

Section 7.

At the conclusion of such hearing, each party shall have the right to request permission of the Permanent Arbitrator (or temporary Arbitrator) to file a post-hearing brief. The Arbitrator shall have the authority to determine whether briefs should be filed and the scope thereof. He shall also set the time limit for filing such briefs if permission is granted.

Section 8.

The Arbitrator shall render his decision within fifteen (15) working days following the hearing or following
receipt of the briefs or expiration of the time limit for submission of such briefs, whichever is appropriate, provided, however, the Arbitrator may at the hearing, request an extension of time and the parties will extend such time for decision for such further period as circumstances may require. However, no hearing will be scheduled until decisions on all cases previously heard have been issued except that if the Arbitrator has requested an extension of time for rendering his decision on a particular case as provided above, a hearing may be scheduled even though such case remains undecided.

Section 9.

Following the issuance of any arbitration award each Local Union or the Company may identify grievances properly pending in the grievance procedure and request that such grievance be disposed of on the basis of the award (including the contractual interpretations upon which the award is based). Such request shall be made in writing by the Chairman of the Grievance Committee or the Works Industrial Relations Manager at the Works involved, as the case may be.
(a) Within two (2) weeks after receipt of such notice, the Company or the Local Union, as the case may be, shall grant or deny the request that the grievance be settled on the basis of the award. If the request is denied, such party shall state the reasons for denial. In the event such party is of the opinion that the request should be honored in part, it shall so advise the opposite party and the representatives of the Company and the Local Union shall attempt to work out a mutually agreeable settlement at the next Step 2 meeting in the grievance procedure. If the request for settlement is denied in whole or in part, the grievance may be processed to arbitration in accordance with the time limits of this Contract.

(b) Immediately following the issuance of an arbitration award and continuing for thirty (30) days thereafter, an employee believing the award (including contractual interpretations upon which the award is based) applicable to him may file a written grievance in Step 2 of the grievance procedure requesting application of the award. The situation complained of must have occurred after the effective date of this Contract. In the event the grievance is denied it may be appealed to arbitration in the same manner as any other grievance. The provisions of Section 2 of
Article VI concerning retroactivity of grievance settlements shall be applicable to such claim.

Section 10.

The agreed compensation and necessary traveling expense of the Arbitrator and the other expenses incidental to the hearings or meetings involved in the case shall be borne equally by the Company and the Union, but his shall not include expenses contracted by either of the parties in the preparation and presentation of its case.

Section 11.

If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said tests of arbitrability, he shall refer the case back to the parties without a decision or recommendation on the merits.
Section 12.

Except as specifically provided in Section 9 of Article XII of this Contract, the function of the Arbitrator shall be of a judicial rather than a legislative nature. He shall not have power to add to, to ignore or to modify any of the terms and conditions of this Contract. His decision shall not go beyond what is necessary for the interpretation and application of this Contract or the obligation of the parties set forth in this Contract. No decision shall decide issues not directly involved in the case. Nothing in this Section shall limit the right of the Arbitrator to exercise full discretion in determining the reasonableness of disciplinary measures invoked by the Company, and in a proper case the Permanent Arbitrator shall have the right to make appropriate modification of a disciplinary measure which he determines is in excess of the amount deemed reasonably necessary under Article XI. In deciding cases, the Arbitrator shall have the authority to determine the applicability of prior permanent arbitration awards between the parties and the contractual interpretations upon which such prior awards were based.

Except as specifically provided in Section 9 of Article XII of this Contract, no provision of the Contract
shall be construed to mean that questions concerning the Company's wage structure or rates of pay are arbitrable.

The Occupational Rating Book applicable to each Works shall control at such Works with respect to all matters covered therein. In the event the Arbitrator determines in a classification grievance that no appropriate classification exists for the aggrieved employee, he shall refer the matter back for disposition under Section 1(b) of Article XII. No decision of the Arbitrator shall require the payment of a wage rate different from that provided by such Occupational Rating Book for the piecework occupational classification involved in the case of piecework, or, in the case of daywork, above or below the rate range provided in such Occupational Rating Book for the daywork occupational classification involved.

Section 13.

Any case appealed to the Permanent Arbitrator involving a continuing refusal of Management to return an employee to work after disability which has continued for twenty-six (26) weeks or longer, by reason of the medical findings of a physician or physicians acting for the Company, will be reviewed between the Company and the International Union, if such findings are in conflict with the findings of the employee's personal physician with respect to whether
the employee is able to do a job to which he is entitled in line with his seniority. Failing to resolve the question, the parties may by mutual agreement, refer the employee to a clinic or physician mutually agreed upon whose decision with respect to whether the employee is or is not able to do a job to which he is entitled in line with his seniority shall be final and binding upon the Union, the employee involved and the Company. The expense of such examination shall be paid one-half by the Company and one-half by the Union. Any retroactive pay due the employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which he is entitled in line with his seniority whichever is the later.
APPENDIX II

The following is an outline of the program and directions for utilization of the program by the UAW-Harvester Council Committee to their representatives in the field.

UAW-INTERNATIONAL HARVESTER PROCESSING GRIEVANCES

RECOMMENDED PROCEDURES

Some time ago, the UAW-Harvester Council Policy Committee studied the various techniques employed by local unions in achieving a successful grievance handling program and avoiding the necessity of huge backlogs of written grievances. The purpose of this study was to appraise all local unions of some of the more desirable mechanics used by others in finding solutions to workers problems.

IMPROVEMENTS NEEDED

Discussions have taken place at all levels of both the Union and the Company to what could be done to improve the grievance relationship. Suggestions were made at the Council by local union representatives. Meetings were held
with Regional Directors of the Union. As a result of these combined efforts, it was decided to try a change in the basic approach to handling grievances. Instead of a written procedure by which a complaint was passed on through various echelons of management and Union committees, it was agreed that the complaint or grievance should stay at its source or place of origin. The Union representative and his management counterpart would come to the scene of the complaint rather than the complaint going to them.

**FIND THE PROBLEM**

When the grievances arise it is important that the union steward or committeeman find out exactly what is bothering the worker: Discuss things with him in detail. Try to be understanding in that many times he is only seeking advice as to what is right or wrong. If you believe he may have a legitimate complaint, make notes on exactly what it is all about. If you know that the complaint is not one that can be successfully processed, the worker should be told so.

The six basic W's in grievance processing are a necessity when collecting the facts.
WHO IS AFFECTED?
WHAT IS IT ABOUT?
WHEN DID IT HAPPEN?
WHERE DID IT HAPPEN?
WHY IS IT A PROBLEM?
WHAT IS THE ADJUSTMENT REQUESTED?

INSIST ON JOINT INVESTIGATION

The Union has found the single most important factor that has contributed to the reduction of unsettled grievance is the virtual elimination of the so-called fact dispute. It was found that most grievances that arise do not involve interpretation of contracts or policy but have been arguments over what actually happened that brought on a dispute.

There is no possible way to eliminate a fact dispute except by discussion and investigation. Talk to the worker and the steward. Insist that the company personnel get out on the floor and do likewise. Ask to see records when necessary and get copies if pertinent to the case. If there is a difference in opinion, confront each other in the early steps of the procedures so that you are discussing the same problem with the same set of facts.
We understand that the company has instructed local management to get out on the job and find out what the complaint was about. Special arrangements should be made for night shift workers so that proper decisions could be promptly given when disputes arise. Each local management and local union is advised to work out any procedural problems that arise that might be unique in their situation in implementing such a program. It was agreed that this would place a great deal of work and responsibility on the local plant representatives and it was not intended to be any kind of a deal where either side gave up any of its rights under the contract. Both sides should make it a matter of record that they want exactly what was negotiated at contract time.

Remember, there is no substitute for joint investigation! ! !

SEEK ADVICE

When in doubt about a problem or a policy or contract interpretation, ask for assistance and advice. Stewards should fully utilize the committeeman and/or chairman of his local union.
If help or information is needed by the chairman of the grievance committee, he should get in touch with his regional servicing representative from the International Union. Handling of grievances will work best when these procedures are followed.

The UAW-Agricultural Implement Department staff personnel are available for meetings, advice, and assistance if problems remain unresolved. The service of the Agricultural Implement Department should be obtained through the servicing representative.

**TAKE UP PROBLEMS IMMEDIATELY AND FOLLOW THROUGH**

The most significant advantage of the program is getting fast and proper solutions to the workers problem. Stewards and committeemen should get into the investigation and discussion of a grievance as quickly as possible. Many times an immediate investigation will mean the difference in whether or not a proper solution is found. Usually the facts are still present, the issue is still clear and positions will not have hardened. If after the discussions and fact gathering at the early levels of the procedure do not provide the correct answer from the company, the committeeman or chairman should follow-
through with upper level supervision or local management.

This means that if necessary, the Industrial Relations personnel or the Works Manager's office should be appraised as quickly as possible of the unsettled issue. They have been committed to jointly investigate with the Union and get into the act as quickly as possible. If disputes remain unsettled, insist that local management seek advice from the General Office in Chicago. However, it is most important that the local union and local management be in agreement on the facts. Too often it has been found that Chicago General Office people are asked the wrong question and therefore, local management gets a wrong answer.

RECORD KEEPING

A shortcoming of the old new look was that settlements were being made without records being kept of the issue, the request or the dispositions of a grievance. The new contract provides for a written grievance and answer after all other efforts and discussions have failed. However, all Union Representatives should be instructed to keep records of oral settlements after they have been made. If the settlement was made as a nuisance case or without precedent, this should be noted on the record. Cases that
are withdrawn should also be recorded. They are sometimes as valuable as the paid grievances.

The program is not intended to avoid precedent setting settlements, in fact, both sides are committed to a desire to utilize the procedure to see that people get what they are entitled to under the contract and as quickly as possible. It was designed to avoid misunderstandings of contract interpretation and when understanding is reached, a record should be made of it.

CONCLUSION

The old new look worked successfully in Harvester mainly because it provided a better solution than the old written grievance procedure. It worked best and most successfully in the locations that carried on the procedure in a militant and business-like manner. It had been least successful when the membership or stewards and officers were uninformed of its purpose and achievements.

There is no question but that there is room for improvement in what we are doing. There is no question that certain management personnel have not acted in good faith in attempting to make the grievance procedure
successful. As a Union, we are committed to continue to develop better and faster ways to handle complaints when they arise, but everyone of responsibility has agreed that the Union is better off without piling up huge backlogs of grievances and that we should work diligently towards improving the grievance relationship.

There should be no attempt to claim that we will ever find ultimate solutions to all problems that arise. Discussion should continue to take place at every union meeting to find better or quicker methods of satisfying the problems of our membership.

UAW-HARVESTER COUNCIL
Policy Committee

March 27, 1972

The "Old New Look" referred to is the actual program which was put into effect in 1959. The "New Look" in effect today is identical except that a grievance, which is not resolved at Step 2, is reduced to writing prior to its consideration in Step 2-1/2 between the Works' Industrial Relations Manager and the Local Union Grievance Committee.
This is an example of the agenda submitted by a local union (in this case, Local 6 UAW of Melrose Park) to local Management (Mr. Marty Talbott, Manager, Union Relations, Melrose Park Works) prior to their weekly meeting to attempt to settle current unresolved grievances.

LOCAL 6 UAW

February 27, 1973

Mr. M. Talbott, Manager
Union Relations, Inc.
Melrose Park, Illinois

Dear Sir:

The following constitutes the agenda for our meeting on Wednesday, March 7, 1973:

Production outlook.

2261 bs Protest reprimand M. Rogers, Dept. 45.
2262 bs Violation Art. 13, Sect. 6, Dept. 45 2/23-26-27/73.
2263 bs Protest written reprimand R. Conneley, Dept. 66.
2264 cc Protest manpower replacement Dept. 13.
2265 cc Protest moving cabinets Dept. 66 Sat. 2/24/73.
2266 cc Protest violation supply sen. job bid M-133-Wright Dept. 73.
2267 cc Unsafe conditions on stud driver-Management violates safety.
2268 cc Unsafe conditions Dept. 44 Sta. 6 head line valve guide conveyor.
2269 wr Suspension S. Barnes, Dept. 35.
2270 wr Art. 12, Sec. 9A3 Part No. 277791 R1 oper 70.
2271 wr Art. 12, Sec. 9A3 Part No. 277791 R1 oper 85.
2272 wr Improper rate of pay H. Reed, 32380, Dept. 69.
2274 fm Violation of award No. 35.
2275 fm Violation of Art. 12, Sec. 4, Dept. 51-R. Williams
2276 fm Violation of Art. 6, Sec. 3, Dept. 61-C. Cobbs.
2277 fm Special services for Bluett Dept. 67 A.P.E.
2278 fm Art. 8 Sec. 3, Dept. 67-King.
2279 rn Protest time study TD674283 Cl Oper. 70 Dept. 40.
2280 rn Protest time study S.U., 323888 Rl Oper. 75, Dept. 40.
2281 ap Dept. 49 J. T. Mieczkowski transfer - derogatory comments.
2282 ap Dept. 49 A. McDonald job posting.
2283 ap Dept. 64 J. Safford transfer to Dept. 39.
2284 wr Man working alone in test pit Dept. 57.
2285 art E & W parking lots lights out - 4th notice.
2286 art Burnt out neon light fixture to be replaced in D-16-3rd notice.
2287 fm Lights out Dept. 59 at A-13.

POLICY

rn Delay in getting ambulance.

Bob Stack, Chairman
Shop Committee
Local 6 UAW
1. What experiences have you had with the "New Look" Program?

2. What are the program's positive features?

3. What are the program's negative features?

4. Has the program fulfilled its objectives?

5. Why, or why not?

6. Can you give me a numerical breakdown of the number and kind of grievances now vs. those involved prior to the implementation of the program?

7. What attempts have the Company/Union made to meet the objectives of the program?

8. What changes have been made in the program since its inception? Who has instituted these changes? For what reason?

9. What are your suggestions for improving the program in the future?
APPENDIX V

LIST OF PERSONNEL INTERVIEWED

International Harvester

Corporate Headquarters
Robert Crowe, Manager, Labor Relations
Joseph Vanest, Employee Relations Manager
F. William Pengelly, Public Relations Manager

Melrose Park Works
Arthur Herzog, Industrial Relations Manager
Marty Talbott, Union Relations Manager

Pullman Works
Ron Butchly, Industrial Relations Manager

Hough Division, Libertyville
Thomas Logan, Industrial Relations Manager

United Automobile Workers

Region 4 Headquarters, Chicago
Dewitt Gilpin, International Representative

UAW Local 1307, Chicago
Joseph Habschmidt, Chairman, Grievance Committee

UAW Local 6, Melrose Park
Richard Egan, President
Bob Stack, Shop Committee Chairman

UAW Local 1643, Libertyville
Leo Gerretsen, President

Other Personnel

William Reilly, Former Labor Relations Manager, International Harvester Company

David L. Cole, former Permanent Arbitrator, International Harvester Company

Ronald Nayal, Former Supervisor, Melrose Park Works
SOURCES CONSULTED

BOOKS


PERIODICALS


Centner, James L. "What is a Grievance?" Personnel Administrator, July-August 1962, pp. 23-25.


"The Need to Re-appraise Grievance Administration" Personnel Administrator, April-May 1960, pp. 7-12.


PROCEEDINGS


NEWSPAPERS


APPROVAL SHEET

The thesis submitted by Alfred J. Smith, Jr. has been read by three members of the faculty of the Institute of Industrial Relations.

The final copies have been examined by the Director of the thesis and the signature which appears below verifies the fact that any necessary changes have been incorporated and that the thesis is now given final approval with reference to content, form, and mechanical accuracy.

The thesis is therefore accepted in partial fulfillment of the requirements for the Degree of Master of Science in Industrial Relations.

July 18, 1973

Signature of Director